

Request for Proposal #26-1095 Eleanor’s Pier Project

Key Events	Date	Time
RFP Release	March 25, 2026	9:00 AM
Mandatory Pre-Bid Walk-Through	April 8, 2026	11:00 A.M.
Cut-off for Submission of Requests for Information (“RFI”) by Email	April 9, 2026	5:00 P.M.
RFI Responses Posted on RIOC Website	April 17, 2026	5:00 P.M.
RFP Bids Due - LATE BIDS WILL NOT BE ACCEPTED	April 22, 2026	3:00 P.M.
Estimated Contract Award	May 2026	

Roosevelt Island Operating Corporation (RIOC) is a public benefit corporation and a political subdivision of the State of New York. This project is funded by RIOC and RIOC is the issuing agency for this RFP.

RIOC reserves the right to modify the above schedule at its sole and absolute discretion, to alter the overall scope of work and/or to make no award on this RFP. Notification of any changes by RIOC will be made via RIOC’s website at <https://www.rioc.ny.gov/info/rfps-and-bids> and also by email to registered bidders.

Restricted Period & Designated Contacts

Per State Finance Law Section 139-j, the Restricted Period is defined as the time from publication of the RFP to the final contract award and approval by the governmental entity. During the Restricted Period contact between bidders and RIOC employees about this RFP is restricted to the following designated contact: RIOC’s Director of Procurement, **Amy Firestein** at rfpbids@rioc.ny.gov. Any perceived attempt to unfairly influence the bidding process will lead to disqualification and potentially other consequences. Please email all questions to rfpbids@rioc.ny.gov

This RFP complies with the 2025 New York State Procurement Guidelines.

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SECTION 4 – Attached Forms to Be Submitted With Bid Proposal

- Title Page
- Bid Completeness Checklist
- Fee Proposal Form
- Form MWBE 100
- Form MWBE 101
- Form MWBE 103 OR Form MWBE 104
- Form SDVOB 103 OR Forms SDVOB 104 and SDVOB 109
- EO 177 Certification
- Bidder’s Lobbying Certification AND Bidder’s Certification of Accuracy
- Bidder’s Disclosure of Prior Non-Responsibility
- Iran Divestment Act Certification AND MacBride Fair Employment Principles Stipulation
- Encouraging Use of New York State Businesses in Contract Performance

Other Important Links on the RIOC Website

- Addenda
- Forms ST-220-CA and ST-220-TD
- Prevailing Wage Schedule
- Forms MWBE 105, Workforce Utilization Report, SDVOB 101
- Drawings

Documents Posted and Attached to this RFP

- RIOC’s Standard Form Contract for Construction
- Fee Proposal Form
- Form MWBE 100
- Form MWBE 101
- Form MWBE 103
- Form MWBE 104 Waiver
- Form SDVOB 103
- Form SDVOB 104
- Form SDVOB 109
- EO 177 Certification
- Non-Collusive Bidding Certification
- Bidder’s Lobbying Certification
- Bidder’s Certification of Accuracy
- Bidder’s Disclosure of Prior Non-Responsibility
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SECTION 1 – Scope and Technical Requirements

INTRODUCTION

RIOC was created in 1984 by the State of New York as a public benefit corporation with a mission to plan, design, develop, operate, and maintain Roosevelt Island. With a focus on innovative and environmentally friendly solutions, RIOC is committed to providing services that enhance the island’s residential community. RIOC manages the two-mile long island’s roads, parks, buildings, a sports facility, and public transportation, including the iconic Roosevelt Island Tramway. Additionally, RIOC operates a Public Safety Department that helps maintain a safe and secure environment for residents, employees, business owners, and visitors. As part of its mission, RIOC strives to enhance the quality of life of Roosevelt Island residents and the people of New York State, by promoting public facilities, open spaces and commercial facilities on the Island. These include the Aerial Tramway, sanitary and safety departments, pedestrian walkways, Sportspark, outdoor fields, streets, and a variety of storefronts along the Island’s Main Street. Further information about RIOC can be found at <https://www.rioc.ny.gov/info/rfps-and-bids>

1.1 Statement of Purpose

The Roosevelt Island Operating Corporation seeks to retain a general contractor for structural repairs to rehabilitate Eleanor’s Pier located on the West Side of Roosevelt Island (hereinafter the “project” or “Project”).

1.2 Term of Project

The duration of the Project will not exceed 365 consecutive calendar days from the date of contract execution.

Bidders (hereinafter “Bidders” or “Contractors”) **must include a proposed schedule start date and completion date.** The Bidder’s proposed schedule start and completion dates will be considered when evaluating bids prior to award. When RIOC enters into contract with the successful Bidder, the proposed dates may be reviewed and adjusted as needed. The agreed upon dates will become the “contract time for the completion of the work (hereinafter referred to as the “work” or “Work”.

1.3 Scope of Work Summary

The Scope of Work includes and is not limited to the following:

OVERVIEW & SCOPE OF WORK

RIOC is seeking proposals for a general contractor to rehabilitate Eleanor’s Pier, located on the West Side of Roosevelt Island. The Pier was constructed in 1990 and partially renovated in 2014 following Hurricane Sandy. The Pier is comprised of a concrete pile supported platform and a secondary wood structure which forms the deck and steps of the Pier.

A railing system and light posts enclose the edge of the Pier for protection and illumination. The railings are made of hollow steel tube posts with metal bar balusters and a wooden topped rail. The posts are filled at their bases and are embedded in a secondary concrete curb. Due to exposure to salt air along the East River, the current condition of the railing system is very corroded and has experienced failure.

The rehabilitation of the pier will include three distinct elements – encasement of piles, replacement of the wood decking and replacement of the railings.

Specifically, the selected Bidder is responsible for the following work:

- Installation of fencing around the perimeter of the Pier
- Demolition of all existing wood framing and hardware while maintaining perimeter shiplap decorative trim
- Demolition of existing railings and salvaging wood top rails

- Performance of underwater pile repairs
 - a. All hardware and fasteners must be 316 stainless steel.
- Installation of new railings
 - a. Railings shall be 304 stainless steel
 - b. All hardware and fasteners must be 316 stainless steel
- Installation of wood framing and decking
 - a. Decking and framing must be Dynaplank Boardwalk Planking (dark grey) or similar
 - b. All nails and connectors must be 316 stainless steel

These repairs must be done in accordance with the drawings and specifications included as part of this RFP.

SPECIAL REQUIREMENTS

- i. Prior to commencing the Work, the selected Bidder shall prepare, for prior written approval by RIOC, an overall site logistics and safety plan, along with detailed layouts and plans for staging, materials storage, and performance of construction work, in accordance with all applicable regulations.
- ii. RIOC’s written approval of the Bidder’s site logistics and safety plan is required before the selected Bidder is allowed to commence any work in the Project areas.
- III. Any barges are to be spudded or anchored in place in a manner designed to minimize localized noise, disturbance and interference.
- IV. The selected Bidder shall remove and properly dispose of all debris off the island, which includes any and all debris located within the project site or generated during the performance of the work.
- V. In accordance with terms and conditions set forth in the Standard Form Contract for Construction attached hereto and incorporated herein, the selected Bidder shall submit to RIOC all relevant as-built drawings, warranties and relevant documentation for the Project.
- VI. The selected Bidder should anticipate a 2-year warranty from the date of issuance by RIOC of the Certificate of Final Completion on all labor, materials, and installation in addition to any manufacturer’s warranties. Extended warranties for “Dynaplank Dark Grey” or similar wood decking material shall be for [20] years from the date of issuance by RIOC of the Certificate of Final Completion.

SCHEDULE

The selected Bidder shall provide a proposed construction schedule for the work to be completed including durations for all phases outlined above.

The selected Bidder should take into consideration the coordination of trade work and maximize integration to streamline the project schedule, with a controlled Gantt chart.

Any deviations to schedule can only be accepted via formal written approval through RIOC’s change order process and schedule must be updated accordingly.

REGULATORY COMPLIANCE AND PERMITTING

- i. The selected Bidder will be responsible for obtaining all required in-water construction permits including those issued by, but not limited to, the United States Army Corps of Engineers (USACE), New York State Department of Environmental Conservation (NYSDEC), and the NYC Department of Small Business Services (NYCSBS) as applicable. All work must be performed in compliance with these issued permits.

- a. The selected Bidder must abide by all in water moratorium periods for the East River including but not limited to:
 - i. Walleye and warmwater fish spawning - March 1st – June 30th
 - ii. Independence Day - July 4th
 - iii. Mid-late September (dates vary) - United Nations General Assembly
- ii. The selected Bidder shall prepare and submit all notices, submissions, requests (including any requests for variance, waiver or amendment) or any other documentation required under the terms of the USACE permit and/or the NYSDEC permit (individually, a “Permit” and, together, the “Permits”) for performance of the Project.
- iii. If any Project design and/or construction element is not consistent with the terms and conditions of either Permit, the selected Bidder shall, after approval by RIOC via the change order process, request a waiver and/or modification of the Permit(s) relevant terms and conditions from the issuing agency(ies). The selected Bidder shall take all steps to minimize any delay to the Project, including but not limited to, requesting such waiver and/or modification immediately upon identifying any deviation from the Permit(s) terms.
- iv. The selected Bidder shall be responsible for submitting and obtaining the approval of, any such request, which shall include, at minimum: the Permit number, the proposed deviation from the Permit’s terms and conditions, the reason for any requested change, and any other information as directed by RIOC and/or the issuing governmental entity.

All work by the contractor shall be performed under the latest applicable federal, state and city law and codes. Interpretation of Codes and or the work to be performed shall be made by RIOC’s Engineer, or any other so designated by RIOC and his/her decision shall be binding.

1.4 SITE CONDITIONS

Bidders shall, at their own expense, examine the site of the proposed work as well as all adjacent areas and seek other typical sources of information regarding site conditions. Each Bidder will conclusively be presumed to have knowledge of any and all conditions on, about, below or above the site relating to or affecting in any way the performance of the work to be done under the Contract which were or should have been evident to a reasonably prudent Bidder.

Before proceeding with the Work, Contractor will check all previous and surrounding work and determine the correctness of the same; failure on its part to detect or report discrepancies will relieve RIOC of liability from any and all claims to recover cost, expense, loss or damage resulting therefrom. Contractor shall take, determine, investigate, and verify all field measurements, dimensions, field construction criteria and site conditions for the performance of the Work and shall check and coordinate the information contained in the Contract documents and the boring logs which shall be available for inspection with the requirements of the Work. Contractor shall be responsible for determining the exact location of and to verify the spatial relationships of all Work. If any conflicts or discrepancies are found in the Contract documents or if Contractor has any questions concerning the foregoing, it shall immediately notify RIOC’s Project Manager, Alvaro Santamaria, and shall thereafter perform the Work in accordance with the directions of RIOC’s Project Manager, Alvaro Santamaria.

Project Documents

DRAWINGS LIST AND TECHNICAL SPECIFICATIONS are posted on the website, <https://www.rioc.ny.gov/info/rfps-and-bids>

Each Bidder shall examine specifications and all other data or instruction pertaining to the work (as contained within the project definition). No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by RIOC as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing that the Bidder should have been fully informed of prior to bidding. The scope of Work to be performed by the Contractor includes all work that can reasonably be inferred as necessary to complete the Work, even if not specifically depicted or described in the plans and specifications.

1.5 General Requirements

In addition to those requirements outlined in the Specifications and General Conditions stated in RIOC’s Standard Form Contract for Construction, the following shall apply:

- a. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate and prompt action.
- b. The Contractor shall furnish all equipment, material and labor necessary to complete the work requested in this RFP.
- c. The Contractor shall provide all inspections, permits and warranties affiliated with the requested scope of work.
- d. Contractor shall have all necessary trade laborers with licenses in good standing with NYS and NYC.
- e. The Contractor agrees to comply with all applicable Federal, State and Local rules and regulations.
- f. Contractor shall clearly mark all work areas that may reasonably be expected to endanger the health and safety of Roosevelt Island residence, guests or any other persons/animals. Contractor will provide such signs, markers, cones and barricades within reason as required to identify all work areas, minimize dangers and provide maintenance and protection of traffic. All areas of protection to be coordinated with RIOC representatives.
- g. Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law require **public work** contractors and subcontractors to pay workers employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. **Contracts awarded will require the successful Bidder and their subcontractors to submit a certified payroll with each of their invoices.** The Prevailing Wage Schedule for this project is available on RIOC’s website right below the link to this RFP. Prevailing wage rates are updated by Department of Labor (DOL) each year on July 1. If your firm is a participant of the NYSDOL Apprenticeship programs, please provide proof of participation and the approved apprentice rates.
- h. Bidders will be required to submit a “Contractor’s Quarterly MWBE Contractor Compliance & Payment Report” (Form MWBE 105) with their pay requisitions/invoices pursuant to their MWBE Utilization Plan, and monthly Workforce Utilization Report pursuant to NYS Executive Order 162. Templates are available under this RFP on RIOC’s website.
- i. RIOC’s interpretation of Specifications shall be final and binding upon the Contractor.
- j. Should it appear that there is a real or apparent discrepancy between different sections of this RFP and/or the project definition specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expressive manner. Final decision will rest with RIOC.
- k. During the term of the contract, RIOC may authorize the contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where RIOC has made a determination that such action is in the overall best interest of the project.

- l. RIOC has the right to the full and exclusive possession of information, materials, documents, software and electronic data produced by the contractor and / or its subcontractors.
- m. Upon completion of the work, contractor shall clean up the area where the work was performed and remove any hazardous or non-hazardous debris generated by the repairs / maintenance in a legal and safe fashion.
- n. Failure to complete the project on time, as per Sections 5 and 6 of the Contract, may result in Liquidated Damages listed in the Contract under ‘Scope of Work’ and ‘Additional Terms’. Liquidated damages will be calculated at 0.1% of the total contract price per calendar day.
- o. Any deviation from the terms and conditions of this RFP will not be considered unless specifically referred to in a separate letter submitted with the bid and titled “Extraneous Terms.” All extraneous terms submitted will be reviewed and negotiated with RIOC as appropriate.
- p. Bidder to comply with Insurance requirements as detailed in the sample contract posted with this RFP.

1.6 Contract Meetings

- a. The successful Bidder will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same will be included in the base bid price.
- b. Upon award of a contract and prior to the start of any work, the successful Bidder shall be available for an initial job meeting with RIOC. This meeting shall include:
 - i. The contractor's submission of a schedule of work to be reviewed and approved by RIOC.
 - ii. A review of all RIOC facility use rules.
- c. Unless otherwise directed by RIOC, there shall be monthly job meetings for the following purposes:
 - i. Review job progress, quality of work, and approval and delivery of materials.
 - ii. Identify and resolve problems that impede planned progress.
 - iii. Coordinate the efforts of all concerned so that the contract progresses on schedule through to on-time completion.
 - iv. Maintain a sound working relationship between the contractor and RIOC and a mutual understanding of the contract.
 - v. Maintain sound working procedures.

1.7 Contractor Close-Out Inspection

At Substantial Completion and prior to the expiration of the contract, the contractor and RIOC will make a complete examination of all Work specified in the contract. The contractor shall coordinate and schedule the examination with RIOC. RIOC and the contractor will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the contract.

SECTION 2 - General Instructions to Bidders

- 2.1 Interested Bidders should register their intent to bid on the project by emailing rfpbids@rioc.ny.gov with the name of the primary contact person, company name, best telephone number to reach you at, and company address. Any changes to the bid process or additional information (such as responses to Requests for Information) will be posted as Addenda to this RFP on the RIOC website at <https://www.rioc.ny.gov/info/rfps-and-bids> and also emailed to registered bidders.

A **mandatory** walk-through will be held **at the date and time listed on the front page of this RFP** at our 680 Main St. office (under the parking garage, the entrance faces East across the river toward Queens). See map at <https://www.rioc.ny.gov/info/map-of-island>. All questions answered at this meeting are informal; requests for formal written responses to questions must be made by email.

- 2.2 RIOC is not responsible for any oral responses made by RIOC representatives or responding to inquiries made by telephone. Formal Requests for Information (RFIs) seeking interpretation or correction of any ambiguity, inconsistency or error in bid documents must be submitted to rfpbids@rioc.ny.gov **by the RFI cut-off date listing on the front page of this RFP**. In the email subject line include the RFP Number and Project Name. A collection of all RFIs received and official responses will be posted to the RIOC website as an Addendum and a copy emailed to registered bidders. RFIs received after the cut-off date will not be responded to unless it is deemed by RIOC to be important, in which case additional addenda may be issued. If no RFIs are received, no addenda will be issued for responses and no notice will be sent out to registered bidders.
- 2.3 The successful Bidder will be required to execute a RIOC Standard Form Contract for Construction. A sample contract is provided on the RIOC website below the link to this RFP. By submitting a bid, the Bidder implies that it has carefully reviewed this sample contract and is able to comply with its requirements.
- 2.4 Bid Contents and General Appearance:
- Bidders shall supply **one (1) physical bid binder** with original signatures AND **one (1) electronic copy** on USB. Double-check that the electronic copy has every page - scanner/printers can skip pages, which could lead to an incomplete bid package.
 - Bids should be submitted in binders with the official name of the Bidder on the outside front cover. Each binder shall include the following:
 - Title Page – include the full name, email address, phone number of Bidder’s primary contact(s)
 - Bid Completeness Checklist (on the back of the Title Page)
 - The following sections (with index tabs for easy reference)
 1. Fee Proposal
 2. Financials
 3. Experience and Qualifications (including the 5 References)
 4. Staffing Proposal
 5. Required Attached Forms
 6. Required Additional Forms
- 2.5 Bid submissions must be placed in a **sealed** envelope or package addressed to:
- **Roosevelt Island Operating Corporation**
RFP #26-1095 – Eleanor’s Pier Project
426 Main Street
Roosevelt Island, NY 10044
Attn.: Amy Firestein, Director of Procurement
 - If delivering by hand, bidders should allow extra time to accommodate for any unexpected delays getting onto the island or accessing parking (paid parking is located at Motorgate, immediately to the right upon exiting the Roosevelt Island bridge or metered parking on the Island).
 - If using a commercial delivery company that requires you to use their shipping package or envelope, your bid should be placed within a second sealed envelope labeled to ensure that your bid is not

prematurely opened. Bidders using commercial delivery companies are encouraged to ship early or arrange a guaranteed delivery time in order to avoid late delivery.

- Bid submission by email or fax is **not acceptable** and **will not be considered**.
- Bidders assume all risks for timely delivery of their submission. **Late bids will not be accepted**.
- Any submission that is incomplete may result in a disqualification of that bid.

2.6 All bid documentation in written and electronic format will become the property of the State of New York and will not be returned. All information submitted in response to this RFP is subject to the Public Officer Law Article 6, Sections 84-90 (“Freedom of Information Law”), which generally mandates the disclosure of documents in the possession of RIOC upon the request of any person unless the content of the document falls under a specific exemption. In addition, all responses may be discussed at meetings of the RIOC Board of Directors and Committees meetings, which are subject to the Public Officers Law Article 7, Sections 100-111 (“Open Meetings Law”).

2.7 Bid Evaluation Criteria

Selection will be based on the best value method, comprising of both technical evaluation and cost evaluation as follows:

1) Technical Evaluation

Experience performing similar waterfront construction projects in New York City	35%
Approach to work including methodology, phasing, coordination of trades and risk mitigation.	25%
Proposed staffing, including subcontractors	20%
Schedule	<u>20%</u>
TOTAL	100%

2) Cost Proposal Evaluation

Basis for Contract Award

The Contract will be awarded to the highest technically rated Bidder 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 given the requirements of the Project.

RIOC reserves the right, in its absolute and sole discretion, whether to interview any or all the Bidders. The rating committee may conduct interviews for many reasons, including further assessing a Bidder’s ability to perform the Work or provide specific services, or to seek information related to any other evaluation criteria. The proposed Lead PM as well as other key personnel proposed to perform the Work, must be available to participate in the interview.

2.8 Award and Non-Award Letters will be emailed to bidders when a selection has been made. The emailing of Award/Non-Award Letters represents the conclusion of the Restricted Period for this RFP. This contract is subject to RIOC Board of Directors approval.

2.9 Upon written request, RIOC will provide a debriefing to any unsuccessful Bidder regarding the reasons that bid was not selected for an award, in accordance with State Finance Law Section 163(9)(c) as

amended by Section 3 of Chapter 137 of the Laws of 2008. Debriefings shall be requested by emailing rfpbids@rioc.ny.gov within 15 calendar days of RIOC’s notification of non-award to the unsuccessful Bidder. The debriefing will take place in person at RIOC’s offices and shall be scheduled within 15 calendar days of receipt of the written request by RIOC, or as soon after that time as practicable under the circumstances.

- 2.10** The issuance of this RFP and the submission of a response by a Bidder or the acceptance of such response by RIOC does not obligate RIOC in any manner. RIOC reserves the right to:
- a. Accept or reject any or all proposals received in response to the RFP;
 - b. Amend, modify or withdraw the RFP at any time, at RIOC’s sole discretion;
 - c. Make an award under the RFP in whole or in part;
 - d. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
 - e. Seek clarifications and revisions of proposals;
 - f. Use proposal information obtained through site visits, management interviews and the State’s investigation of a Bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to RIOC’s request for clarifying information in the course of evaluation and/or selection under the RFP;
 - g. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
 - h. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
 - i. Extend the deadline for submission of responses to this RFP or otherwise modify the schedule of dates set forth in this RFP;
 - j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
 - k. Waive any requirements that are not material;
 - l. Require supplemental statements or information from any responsible party;
 - m. Negotiate with the successful Bidder within the scope of the RFP in the best interests of RIOC;
 - n. Conduct contract negotiations with the next responsible Bidder should RIOC be unsuccessful in negotiating with the selected Bidder;
 - o. Negotiate potential contract terms with any Bidder;
 - p. Utilize any and all ideas submitted in the proposals received; and
 - q. 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 the Bidder’s proposal and/or to determine the Bidder’s compliance with the requirements of the solicitation.

RIOC may exercise the foregoing rights at any time without notice and without liability to any Bidder or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the responding Bidder.

SECTION 3 – Explanation of Bid Content

3.1 Explanation of Bid Proposal Section 2 – Fee Proposal

Each cost and fee proposal (the “Fee Proposal”) must state the total lump-sum cost for the performance of all Work. Please note that the Project is subject to Prevailing Wage requirements contained in Labor Law 220. As stated in Section 2.5 above, each Bidder must submit its Fee Proposal as part of its submittal. The Fee Proposal must be clearly labeled as “Fee Proposal – Eleanor’s Pier Project.” Bidder must submit with its Fee Proposal form attached to this RFP an itemized cost for the Work, according to the form of bid breakdown included in the Fee Proposal form. The Proposal Form should include, at a minimum, the following – labor rates, direct construction costs, administrative expenses, general conditions, contractor overhead, contractor profit, subcontractor costs and materials.

The total sum of these items will be equivalent to the Base Proposal. If quantities change during the course of the Project, RIOC shall, in its sole discretion, adjust the Contract Price either by using the Unit Prices identified by the Bidder in the Bid Breakdown Form, or by utilizing one of the other contractual mechanisms for change in the Contract Price as set forth in applicable article of the Standard Form Contract for Construction.

In addition to all other requisite items, the following must be included in the Fee Proposal:

- a. Extended manufacturer warranty(ies) shall be required and included in the Fee Proposal as a line item with cost and breakdown.
- b. Insurance requirements described in RIOC’s Standard Form Contract for Construction, which include and are not limited to Builder’s Risk Insurance and marine insurance, shall be required to be obtained by Contractor and submitted to RIOC for review and approval, and shall be included in the Fee Proposal as a line item with cost and breakdown. Requirements listed below.

The Contractor shall comply with the indemnification and insurance provisions set forth below

INDEMNIFICATION

To the fullest extent permitted by law, and in addition to any liability or obligation of the Contractor to RIOC that may exist under the Contract or by statute or otherwise, the Contractor hereby agrees to hold harmless, indemnify and defend Roosevelt Island Operating Corporation (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, and any others listed in Schedule B1 and in each and every case, their directors, officers, employees, agents, consultants or contractors (hereinafter, collectively referred to as “Indemnitees”), from and against any damages, costs, claims or liabilities which Indemnitees may sustain as a result of any and all liabilities, losses, damages, interests, judgments, liens, costs and expenses (including without limitation, reasonable counsel fees and disbursements) claims, demands, suits, actions, or proceedings which may be made or brought against Indemnitees in any way arising out of or relating to the Contract or the Work, including without limitation, the negligent acts or omissions, willful misconduct or unauthorized acts of the Contractor in the performance of the Work hereunder or of any subcontractor or other entity hired, obtained, or employed by the Contractor to provide Work in connection with the Contract. However, the Contractor shall not be obligated to hold harmless, indemnify and defend an Indemnitee to the extent of the Indemnitee’s comparative negligence or willful misconduct. As a condition of the foregoing obligation, RIOC shall give the Contractor prompt notice of any claim for which indemnification is sought and shall cooperate with the Contractor in connection therewith. The Contractor shall have the right to control the defense or settlement of such claim, in its discretion, with counsel of its own choosing.

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

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

INSURANCE

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

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:

- \$5,000,000 per occurrence
- \$5,000,000 general aggregate which must apply on a per location / per project basis
- \$5,000,000 products/completed operations aggregate

Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer’s owned, hired, and non-owned vehicles

Workers’ Compensation, Employer’s Liability, and Disability Benefits shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.

As applicable if any work is to be done from watercraft:

Comprehensive Marine Liability Insurance must be maintained at a limit of not less than \$1,000,000 per occurrence and include the following coverage:

- Protection and indemnity
- General liability

Installation floater covering all risks of physical loss or damage to the work, materials, supplies, and equipment to be incorporated into the work, whether on-site, off-site, or in transit

- The policy shall be written on a completed value basis, with limits equal to the total value of the project
- Fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and other perils typically covered under an 'all-risk' policy.

Builder’s Risk:

The Contractor shall procure and maintain, at its own expense, Builder's Risk Insurance covering all risks of physical loss or damage to the Work, materials, supplies, and equipment to be incorporated into the Work, whether on-site, off-site, or in transit. The policy shall be written on a completed value basis, with limits equal to the total value of the project, including labor, materials, and overhead.

The policy shall include coverage for and not limited to:

1. Fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and other perils typically covered under an 'all-risk' policy.
2. Soft costs, including but not limited to legal fees, interest on loans, and architectural or engineering expenses, arising from delays caused by a covered loss.
3. Testing and commissioning of equipment or systems, if applicable.
4. Debris removal and expediting expenses.

The policy shall name RIOC, Contractor, and all Subcontractors of any tier as insureds, as their interests may appear. A waiver of subrogation shall apply in favor of all insured parties. The insurance shall remain in effect until final acceptance of the Work by the Owner or until the property is occupied or put to its intended use, whichever occurs first.

The Contractor shall provide RIOC with a Certificate of Insurance evidencing the required coverage prior to the commencement of the Work. The policy shall include a provision that it cannot be canceled, materially altered, or allowed to expire without at least thirty (30) days' prior written notice to the Owner.

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

compensation. Waiver of subrogation must be in favor of RIOC for all policies. Endorsements for Additional Insured, Primary & Non-Contributory, Waiver of Subrogation must be provided alongside the certificate of insurance.

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

3.2 Explanation of Bid Proposal Section 3 – Financials

a. Financial Statements

Include in your bid financial statements that have been compiled, reviewed or audited by a certified professional accountant (CPA), or signed by your firm’s CFO, including a **full-year** income statement (P&L) **and** associated balance sheet. **If the ending date** of these financial statements is earlier than six months before the publication date of this RFP, in addition to the statements above you **must** provide an interim balance sheet dated less than six months before publication of this RFP.

b. Vendor Responsibility (VendRep) Questionnaire

All Bidders must be “responsible,” which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out its obligations under this RFP. In addition, Bidders must demonstrate that both the Bidder and its principals have and will maintain the level of integrity needed to contract with New York State entities such as RIOC. Further, the Bidder must show satisfactory performance of all prior government contracts. Accordingly, the contract to be entered into between RIOC and the Bidder, if any, shall include clauses providing that the Bidder remain “responsible” throughout the term of the contract; that RIOC may suspend the contract if information is discovered that calls into question the responsibility of the Bidder, and that RIOC may terminate the contract based on a determination that the Bidder is non-responsible.

To assist in the determination of responsibility, RIOC requires that all Bidders register in the State’s Vendor Responsibility System (“VendRep System”). The VendRep System allows business entities to enter and maintain their Vendor Responsibility Questionnaire information in a secure, centralized database. Bidders are to file the required Vendor Responsibility Questionnaire online via the VendRep System here <http://www.osc.state.ny.us/vendrep/index.htm>. Include a copy of your online VendRep submission with your bid. Include the unique ten-digit vendor identification number on the Title page of your bid.

c. Proof of Bonding Capacity

This is a bonded project. Include in your bid “Proof of Bonding Capacity,” a letter from an “A” rated (or better) Surety company outlining your firm’s aggregate and available bonding. To confirm the rating of the company providing your letter, search the name of company and A.M. Best.

Payment and Performance Bonds:

Within seven (7) calendar days of the date of the Award Letter, the winning Bidder must deliver to RIOC an original Payment & Performance Bond, from an “A” rated or better Surety Company, for the full value of work. Inability to comply may result in revocation of the Award and selection of the next highest bidder.

3.3 Explanation of Bid Proposal Section 4 - Experience and Qualifications

- a. **Executive Summary:** A brief description and history of the company, including total number of years in business and years supplying relevant services, and total number of employees. Include information on key office locations and sales/service area coverage.

- b. **Detail of the organization** showing products, technologies, professional strengths and abilities. Include an organizational chart for key employees and departments and resumes of all key personnel. Identify the project manager(s) who will be responsible for communicating with RIOC.
- c. **List the most relevant projects** in which the Bidder has been involved with in the past five (5) years that are similar in type, size, scale, or complexity to the project as outlined in this RFP, identifying at a minimum:
- Project name
 - Description of work/service
 - Client/Owner name
 - Original commencement and completion dates, and final commencement and completion dates
 - Original contract price and final contract price (including change orders)
 - An explanation of any differences in dates and prices above
 - An explanation of any regulatory issues that required resolution
- d. For each project above, submit the client/owner name, address of work/service, contact name and title, phone number, and email address. At least 3 references are required. If needed, from projects started more than five years ago.

For each project, the total capital and annual operating costs, time between project milestones, marketing and sales performance, role of Firm principals in the project, quality of service characteristics. Complete information on all company principals and their experience in these technologies.

- e. If the Bidder will be offering certain elements of the project through one or more subcontractors, describe prior working experience with these subs, including project name, rough dollar value of sub contract and total contract cost.
- f. If any litigation resulted from any of the contracts above please explain.

3.4 Explanation of Bid Proposal Section 6 – Required Attached Forms

a. MWBE Participation

RIOC wishes to maximize the participation of Minority- and Women-Owned Business Enterprises (MWBE), in accordance with New York State Executive Law Article 15-A, and 5 NYCRR Parts 142-144.

RIOC has established a goal of **30%** for MWBE participation for this RFP. Only firms **currently certified by New York State can be used** to meet MWBE participation goals on this contract. Firms currently certified can be found at <https://ny.newnycontracts.com/> (click the blue “Search the Directory” button in the middle of the page). Bidders **currently under application** to become certified are **not eligible** to use their firm towards meeting the MWBE participation goals until they are certified. ESD (Empire State Development Corporation) oversees the NYS MWBE certification process; ESD-certified means NYS-certified.

Required Forms:

- Form MWBE 100 – MWBE Participation/Equal Employment Opportunity Policy Statement
- Form MWBE 101 – Staffing Plan
- Form MWBE 103 – Utilization Plan (the detail must meet the 30% goal)

If your firm is unable to identify any partnership opportunities with currently certified MWBE firms, in lieu of Form MWBE 103 above, you may submit Form MWBE 104 and request a full or partial waiver. With this waiver request you must submit documentation showing your firm’s Good Faith Efforts, as listed on page 2 of Form MWBE 104 and defined by 5 NYCRR Section 142.8. Such documentation includes, but is not limited to, a list of all MWBE firms from the NYS MWBE

Directory in this region and applicable trades, and copies of emails and/or dates-times of all phonecalls soliciting the certified MWBEs for this bid.

Failure to comply with the requirements of the MWBE Regulations may result in a finding of non-responsiveness or non-responsibility leading to disqualification of the Bidder.

If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE contract goals set forth above. Contractors will be required to submit a “Contractor’s Monthly MWBE Contractor Compliance & Payment Report” (**Form MWBE 105**) with their pay requisitions/invoices pursuant to their MWBE Utilization Plan, and Monthly **Workforce Utilization Report** pursuant to NYS Executive Order 162. Templates are available under this RFP on RIOC’s website

Contractor further agrees that a failure to use MWBEs 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.

b. SDVOB Participation

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 **6%** for SDVOB participation for this RFP. The basis for determining the dollar value of this 6% is **the final contract price** (including change orders). Only firms **currently certified by OGS can be used** to meet SDVOB participation goals on this contract. Certified firms can be found at <https://online.ogs.ny.gov/SDVOB/search>.

Required Forms:

- Form SDVOB 103 – Utilization Plan (the detail must meet the 6% goal)

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

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

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

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

c. EO 177 Certification

Pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder and its subcontractors may 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. Non-Collusive Bidding Certification

As part of this submission, each Bidder must submit a signed copy of the Non-Collusive Bidding Certification, which is required by section 139-d of the State Finance Law.

e. Lobbying and Accuracy Certifications, and Disclosure of Prior Non-Responsibility

Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between RIOC and a Bidder during the procurement process. From the publication of this RFP through to the Notices of Award/Non-Award sent by RIOC, a Bidder is restricted from making contact to RIOC designated staff **as identified on the first page of this RFP**. RIOC employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in disqualification of the Bidder and, in the event of two findings within a four-year period, the Bidder is disqualified from obtaining governmental Procurement Contracts. Further information can be found on the OGS website: <https://ogs.ny.gov/acpl/>.

f. Iran Divestment Act and MacBride Fair Employment Principles Stipulation

Each Bidder and each person signing on behalf of any Bidder certifies (and in the case of a joint bid each party thereto certifies as to its own organization), under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to State Finance Law Section 165-a Subdivision 3 Paragraph (b). This list is available at <http://www.ogs.ny.gov/about/regs/ida.asp>.

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

g. Encouraging Use of NYS 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, Bidders for contracts resulting from this RFP for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contracts. Each Bidder must complete the Encouraging Use of New York State Businesses in Contract Performance form.

3.5 Explanation of Bid Proposal Section 7 – Required Additional Forms

a. Addenda

Addenda will be issued to respond to RFIs and for any other items added, deleted or other changes made after the RFP is published. Addenda will be published on the RIOC website in the same location as the RFP and sent to bidders that have registered with RIOC. In order to show their receipt and review of the information included in each addendum, Bidders must sign and include the cover page of each addendum issued for this RFP with their bid proposal.

b. Form ST-220-CA

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a (“STL 5-a”). The aim of STL 5-a is to ensure that contractors do not get state work unless

they, their affiliates and their subcontractors are, when required by section 5-a, registered to collect New York State and local sales and compensating use taxes. Included within the statute’s scope are out-of-state businesses making sales of more than \$300,000 into New York but having no physical presence in the state.

The statute defines the term *contract* as an agreement between a contractor and a covered agency for the purchase by the covered agency, pursuant to Article 11 of the New York State Finance Law, of *commodities* or *services* having a value in excess of \$100,000.

To comply with STL 5-a, all Bidders must include a completed Form ST-220-CA in their bid (see https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) if applicable. If a contract is renewed Form ST-220-CA must be submitted again. Only the prime contractor completes Form ST-220-CA.

Form ST-220-TD should be filed with the NYS Department of Taxation and Finance.
 Schedule A of Form ST-220-TD requires information about any subcontractors.

SECTION 4 – Attached Forms to Be Submitted With Bid Proposal
Forms included in RFP and/or posted on website.

Title Page

Legal Business Name of Bidding Firm	
D/B/A - Doing Business As Name (if applicable)	
Federal Tax ID Number / EIN (not SSN)	
NYS Vendor ID Number	
Business Address	
Name of Primary Contact Person for this RFP	
Email of Primary Contact Person	
Phone Number of Primary Contact Person	

Bid Completeness Checklist

- One (1) physical copy of Bid Proposal **AND** one (1) electronic copy on CD or USB
- Title Page** – including the full name, email address, phone number of Bidder’s primary contact
- Bid Completeness Checklist** (signed)
- Section 1** – Fee Proposal Form
- Section 2** – Financials
 - Financial Statements for a 1-year period, within 6 months of the bid publication date
 - Copy of VendRep Online Content
 - Proof of Bonding Capacity
- Section 3** - Experience and Qualifications including three References
- Section 4** – Required Attached Forms
 - M/WBE 100
 - M/WBE 101
 - M/WBE 103 **OR** M/WBE 104 and Proof of “Good Faith Efforts”
 - SDVOB 103 **OR** SDVOB 104 and SDVOB 109 and Proof of “Good Faith Efforts”
 - EO 177 Certification
 - Non-Collusive Bidding Certification
 - Bidder’s Lobbying Certification and Bidder’s Certification of Accuracy
 - Bidder’s Disclosure of Prior Non-Responsibility
 - Iran Divestment Certification AND MacBride Fair Employment Principles Stipulation
 - Encouraging Use of New York State Businesses in Contract Performance
- Section 5** – Required Additional Forms
 - Addenda (signed initial page of each, if any)
 - Form ST-220-CA

Bidder certifies that the documents above have been submitted as part of this Bid Proposal.

Signature: _____ Date: _____

MWBE and EEO Policy Statement (Form MWBE 100)

M/WBE	EEO
<p>This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:</p> <ol style="list-style-type: none"> 1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. 2. Request a list of State-certified M/WBEs from Roosevelt Island Operating Corporation and solicit bids from them directly. 3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will e made available in sufficient time for review by prospective M/WBEs. 4. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation. 5. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals. 6. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation. 	<ol style="list-style-type: none"> a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or martial status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts. b. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status. c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations’ obligations herein. d. This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

I, the Bidder, agree to adopt the following policies with respect to the project being developed or services rendered at Roosevelt Island Operating Corporation.

Name: _____ Title: _____

Signature: _____ Date: _____

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Name: _____ Title: _____

Signature: _____ Date: _____

Non-Collusive Bidding Certification (required by Section 139-D of the State Finance Law)

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, **under penalty of perjury, that to the best of his/her knowledge and belief:**

- [1] *The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;*
- [2] *Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and*
- [3] *No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.*

A bid shall not be considered for award nor shall any award be made where [1], [2], [3] above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

Name: _____ Title: _____

Signature: _____ Date: _____

Legal Name of Firm: _____

Joint or combined bids must be certified by each participant/firm:

Name: _____ Title: _____

Signature: _____ Date: _____

Legal Name of Firm: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Legal Name of Firm: _____

Bidder’s Lobbying Certification

Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Background:

State Finance Law §139-j(6)(b) provides that: “Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer’s understanding of and agreement to comply with the Governmental Entity’s procedures relating to permissible Contacts during a Governmental Procurement pursuant to subdivision three of this section.”

In other words, if contact with RIOC employees is necessary during the restricted period (from publication of the RFP to final contract award and approval by the governmental entity, the bidder agrees to restrict contact to the RIOC designated contacts (as stated at the beginning of this RFP) for any matters pertaining to this RFP.

Bidder affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Name: _____ Title: _____

Signature: _____ Date: _____

Bidder’s Certification of Accuracy

Offerer’s Certification of Compliance with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Bidder Certification:

I certify that all information provided to the Roosevelt Island Operating Corporation with respect to State Finance Law §139-k is complete, true and accurate.

Name: _____ Title: _____

Signature: _____ Date: _____

Bidder’s Disclosure of Prior Non-Responsibility

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Bidder Seeking to Enter into Contract: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

- no
- yes; if yes, explain fully (add additional pages as necessary): _____

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j

- no
- yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

- no
- yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility (Add additional pages as necessary.) _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

- no
- yes; if yes, please provide details below. (Add additional pages as necessary.)

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Bidder certifies that all information provided to RIOC with respect to State Finance Law §139-k is complete, true and accurate.

Name: _____ Title: _____

Signature: _____ Date: _____

Iran Divestment Act Certification

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted at: www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

MacBride Fair Employment Principles Stipulation

Chapter 807 of the Laws of 1992 prohibits a State department from contracting for the supply of goods and services or construction with any Contractor who does not agree to stipulate that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles.

Read and check either statement #1 or #2 (Do NOT select both statements)

- 1. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has no business operations in Northern Ireland.
- 2. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor 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 and shall permit the independent monitoring of their compliance with such principles.

Name: _____ Title: _____

Signature: _____ Date: _____

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders 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.

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

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

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

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

Will New York State businesses be used in the performance of this Contract?

- no
- yes