



**Roosevelt Island
Operating Corporation**

REQUEST FOR PROPOSALS
FOR
ON-CALL CONSTRUCTION MANAGEMENT SERVICES

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I. INTRODUCTION

The Roosevelt Island Operating Corporation (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://rioc.ny.gov>.

II. SUMMARY

Roosevelt Island Operating Corporation (RIOC) is seeking proposals (individually a "Proposal" and collectively the "Proposals") from construction management ("CM") firms (individually, a "Proposer" or "Consultant" and collectively, the "Proposers" or "Consultants") to provide RIOC with on-call CM services ("On-Call CM Services") which shall include, but not be limited to:

- Pre-construction and project planning;
- Project estimates and budget development;
- Contractor selection (as required);
- Construction oversight, coordination, inspection and monitoring;
- Building equipment and systems commissioning;
- Management of project budget and schedule;
- Project administration and change order management; and
- Preparation of project closeout documentation

A detailed scope of work for which the selected Proposer will be responsible, on various projects assigned during the contract term, is attached as Exhibit A (the "Work").

The selected Proposer(s) will provide On-Call CM Services for various construction and capital maintenance and repair projects performed on property owned or controlled by RIOC or that RIOC is authorized to perform work on. The proposed contract term is five (5) years with the opportunity for two (2) additional one (1) year extensions.

The purpose of the on-call resulting contract is to provide flexibility, increase surge capacity, and to supplement internal RIOC teams to effectively manage projects of varying size and complexity. On-

Call projects are performed by contractors which are retained under separate contracts with RIOC.

RIOC strongly encourages firms 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 firms that are not yet certified, but have applied for certification, to submit responses to this RFP.

III. GENERAL PROVISIONS

The selected Proposer or Proposers will provide On-Call CM Services for various construction and capital maintenance and repair projects (the “On-Call Projects”) performed on property owned or controlled by RIOC, or with respect to which RIOC is authorized to perform construction work. The On-Call Projects will include, but not be limited to, projects which are relatively straightforward and/or lower cost (generally, but not always, less than \$1,000,000) or which are performed in response to emergency situations or time exigencies. RIOC may award on-call contracts to more than one Proposer. The procedure by which On-Call Projects will be assigned to a Consultant is detailed in Exhibit B (attached hereto).

This request for Proposals, including attachments, exhibits, and any amendments or addenda (collectively, the “RFP”) is subject to the rights reserved by RIOC, including, but not limited to RIOC’s right to:

- reject any or all Proposals received in response to this RFP;
- withdraw the RFP at any time, at RIOC’s sole discretion.
- make an award of the resulting contract associated with this RFP (the “Contract”), in whole or in part;
- disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- seek clarifications and/or revisions of a Proposal or any part of a Proposal
- use information obtained by RIOC through site visits; interviews; investigation of a Proposer’s qualifications, experience, ability or financial standing; and any other material or information provided by, or received from, the Proposer during the procurement process;
- prior to RIOC’s review of the Proposals, direct Proposers to submit Proposal modifications addressing subsequent amendments to the RFP;
- request that one (1) or multiple Proposers submit best and final offers (BAFOs) subsequent to RIOC’s review of the Proposals;
- change any of this RFP’s scheduled dates;
- waive any non-material requirements;
- negotiate contract terms with one (1) or multiple Proposers in RIOC’s sole discretion;
- utilize any and all ideas submitted in the Proposals received;
- 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 a Proposal and/or to determine a Proposer’s compliance with the requirements of the RFP; and,
- make non-material revisions to the Scope of Work following receipt of Proposals.

RIOC is not liable or responsible in any way for any expenses incurred in the preparation of a Proposal in response to this RFP. All information submitted in response to this RFP is subject to the Freedom of Information Law, Article 6 of the New York State Public Officers Law (“FOIL”), which requires public

access to certain documents possessed by RIOCI, unless a specific exemption applies. Proposers are responsible for identifying any information in their respective Proposals considered to be confidential and exempt from FOIL. RIOCI, however, is obligated to disclose information consistent with the requirements of FOIL, NYS Public Officers Law Section 87.

IV. TIMETABLE & DESIGNATED CONTACT

A. Key Dates

Subject to change at RIOCI’s discretion, the following are key dates for this RFP:

Procurement Step	Date
RFP Issued	Thursday June, 11th 2026
Pre-Proposal Meeting	N/A
Deadline to Submit Questions to RIOCI*	Tuesday June 23rd, 2026 by 4:00 p.m. (by email only)
RIOCI’s Response to Substantive Questions <i>Responses will be provided in the form of an addendum to be posted on RIOCI’s website (https://www.rioc.ny.gov/info/rfps-and-bids)</i>	Friday June 26 th , 2026
PROPOSAL DUE DATE	Tuesday July 14th, 2026 by 3:00 p.m. (the “Due Date”)
Contract Start Date	August or September (<i>Approximate</i>)
*All questions regarding this RFP should be submitted in writing via email to the “ <u>Designated Contact</u> ”: Amy Firestein, RIOCI’s Director of Procurement, at Rfpbids@rioc.ny.gov.	

B. Anticipated Contract Term

The anticipated term(s) of the contract(s) awarded pursuant to this RFP (the “Contract(s)”) will be sixty (60) months. RIOCI reserves the right to terminate the Contract(s) at any time, with or without cause, in accordance with the terms of the Contract(s). RIOCI’s sample form of Consultant’s Agreement (“Contract”) is attached as **Exhibit G**. RIOCI, at its sole option, may extend the term of any awarded Contract by one (1) year, up to two (2) times for a potential total Contract duration of up to seven (7) years.

V. GENERAL REQUIREMENTS

A. Minimum Qualification Requirements

The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.

- 1) Proposer must be lawfully authorized to do business in the State of New York (a New York City office is preferred);

- 2) Proposer must have at least five (5) years of experience in providing CM services in New York City; and,
- 3) Proposer must have staffing and experience sufficient to handle a variety of capital construction and repair projects – including, but not limited to, projects involving buildings, civil infrastructure, and public parks and open spaces.

B. MBE/WBE/SDVOB Participation, Joint Ventures, and Sub-contracting Goals

Contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs/SDVOBs and equal employment opportunity requirements relating to minority group members and women are attached as Exhibit F. For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals *only*, please contact the “Designated Contact” Amy Firestein, RIOC’s Director of Procurement, at Rfpbids@rioc.ny.gov.

C. Restricted Period

New York State’s State Finance Law sections 139-j and 139-k apply to this RFP, restricting Proposers’ contacts with RIOC. Proposers are restricted from making any contact (defined as oral, written or electronic communications with RIOC under circumstances where a reasonable person would infer that a communication was intended to influence RIOC’s conduct or decision with respect to a procurement) relating to this RFP with anyone other than the Designated Contact, as specified in Section III.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section IV.B., from the time of Proposer’s receipt of notice of this RFP through the date of the Final Award as defined in RIOC’s Procurement Guidelines (the “Restricted Period”). RIOC employees must record certain contacts during the Restricted Period, including, but not limited to, any oral or written communications that could reasonably be seen as intended to influence RIOC’s conduct or award of this RFP. Upon notice of an improper contact, RIOC shall make a determination regarding the Proposer’s eligibility to continue participating in this RFP.

D. Submission of Proposals

Proposals must be received by RIOC no later than Tuesday July 14th, 2026 by 3:00 PM

- Each Proposer must e-mail their Technical Proposal to the following e-mail address: rfpbids@rioc.ny.gov
- The Technical Proposal must be clearly labeled as “Proposal Enclosed – RIOC On-Call Construction Management Services.”
- Each Proposer must also e-mail their Cost Proposal to the following e-mail address: rfpbids@rioc.ny.gov
- The Cost Proposal must be separately attached and clearly labeled as “RIOC On-Call Construction Management Services.” Two files in a single e-mail are acceptable.
- **Each Proposer is responsible for the successful delivery and receipt of their Proposal. RIOC is not accepting Proposals sent via messenger, overnight courier, or certified mail to RIOC offices. Please confirm receipt of your proposal to ensure it is received.** If a Proposer has already sent a Proposal via one of these methods, please e-mail the Proposal to the above e-mail address by the Due Date. If a Technical Proposal’s file size is too large to submit by e-mail, the Proposer must make alternate electronic accommodations (e.g., linking to a file sharing website), which shall also be transmitted through rfpbids@rioc.ny.gov. Please contact the Designated Contact prior to the Due Date in order to ensure successful transmission of the documents prior to the Due Date.

Proposals *must* arrive at the time and place specified herein. Please leave ample time for submission. Late Proposals, no matter the cause of their lateness, will NOT be accepted. Hard copy or faxed Proposals will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled “Amended Proposal - RIOC On-Call Construction Management Services,” as long as the amended Proposal is submitted by the Due Date.

VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The submitted Proposal must be organized in accordance with the subheadings of Proposal contents set forth in this Section V., shall be prepared to be printed on paper size no larger than standard 8 1/2” x 11” with a minimum font size of 11 point, with reasonable exceptions for charts, graphics and financial information. Proposal pages must be numbered, with the Proposer’s name and “RIOC On-Call Construction Management Services” clearly marked on the cover of each of the Technical Proposal and the Cost Proposal.

B. Proposal Content

In addition to the separately sealed Cost Proposal, described in Section VII below, each Proposal must include the following in the order listed:

- 1) Executive Summary.
- 2) Completed Proposal Submission Packet, attached as Exhibit C.
- 3) Financial Statements: Provide a copy of your firm’s most recent Audited Financial Statements (within the last year) or where an audited financial statement is not available, the most recent tax return. In the event you do not have an audited financial statement you must provide a statement to that effect and summary financial information for the calendar year most recently ended certified by an authorized officer.
- 4) Appendices: Attach professional biographies for all key personnel identified in your Proposal.
- 5) Attach a project schedule showing resources based on the staffing required to manage the three (3) projects.
- 6) Any additional attachments, exhibits or appendices listed herein or in the Proposal Submission Packet.

RIOC reserves the right to reject any Proposals that fail to include any required item described in this Section V. B., including Cover Letters that are unsigned or fail to include each of the above representations (including an appendix, if applicable).

VII. INSURANCE REQUIREMENTS

A. 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 noncontributory 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.

B. Insurance Requirements for the Selected Proposer

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below: (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. Should the Proposer's work include construction activities of any kind, then the Proposer must maintain Products/Completed Operations coverage for no less than three years after the construction work is completed, and continue to include Additional Insured protection for 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, for the prescribed timeframe. When providing evidence of insurance, the Proposer must include a completed Acord 855 NY form.

- 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.
- Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect 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.
- **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 to the selected Proposer's work and the risk characteristics of specific projects, the selected Proposer will need to maintain or cause to be maintained the following (any additional cost for which shall be incorporated into the selected Proposer's submitted Approach Plan for the particular assigned Job generating the need for the additional coverage):

Builder's Risk / Installation Floater Insurance in an amount not less than in an amount not less than \$250,000. Coverage must be written on ISO Special Form CP 10 30 04 02 or its equivalent on a completed value non-reporting basis and provide coverage for the Proposer, all subcontractors, RIOC, BPCPC, and the State of New York. Coverage must apply to property while on site, off site, and in transit, include an agreed amount provision which eliminates any coinsurance provision, and include RIOC as a loss payee. Coverage must include the insurable interests of all subcontractors retained by the Proposer.

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
- Pollution liability

RIOC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.

- **Professional Liability (“Errors & Omissions”) Insurance** must be maintained at a limit of not less than \$1,000,000 each claim.
- **Additional Coverage Requirements:** RIOC reserves the right to require additional coverage, including an increase the Commercial General Liability coverage limits, for particular Job Orders on a case by case basis. RIOC shall identify any additional coverage requirements for particular Jobs Order in the Job Notification, and the selected Proposers must incorporate their increased costs, if any, in their Job Proposals.

C. Insurance Requirements for all Subconsultants (also referred to as “Subcontractors”)

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.

VIII. COST PROPOSAL: FORMAT AND REQUIRED INCLUSIONS

Each Proposer must submit a cost proposal in the form attached hereto as Exhibit D. The Cost Proposal shall include (1) for each requested personnel category, a range reflecting the actual hourly rates (or the pro-rated equivalent for salaried employees) (the “Actual Rate of Pay”) paid to Proposer’s employees, and (2) a Multiplier to be applied to the Actual Rate of Pay for any personnel that the Proposer proposes to employ for the completion of the On-Call CM Services. The Cost Proposal must be submitted per the guidance of Section IV. D.

IX. SELECTION PROCESS

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 Proposer is responsible, in accordance with applicable law and RIOC’s Procurement Guidelines, which may be viewed at: <https://www.rioc.ny.gov/info/corporate-documents>

B. Interviews

RIOC reserves the right to decide whether to interview any or all of the Proposers. The Committee may conduct interviews for many reasons, including to further assess a Proposer’s ability to perform the Work or provide specific services, or to seek information related to any other evaluation criteria. The person designated as the lead project manager (the “Lead PM”), as well all other key personnel proposed to perform the Work, must be available to participate in the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

1) Technical Evaluation:

CRITERIA	PERCENTAGE
Experience and expertise in CM and in providing on-call CM services	35%
Expertise in management of relevant construction types – including, but not limited to, construction projects associated with public spaces, parks, office and facility buildings, building interiors, marine settings, pedestrian bridges, and historic structures	35%
Staffing and approach to work, including communication/response protocols	30%
Total Available Points	100%

2) Cost Proposal evaluation.

D. Basis for Contract Award

A Contract will be awarded to the highest technically rated Proposer(s) whose Proposal(s) is/are determined to be responsive and in the best interests of RIOC, subject to a determination that the Base Rate Ranges and the Multiplier contained in the Cost Proposals are fair, reasonable, and can provide the best value to RIOC given the On-Call CM Services requirements.

X. NON-COLLUSION

By submitting a Proposal, each Proposer warrants and represents that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the

board of directors, employee, officer or official of RIOC.

XI. IRAN DIVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, each Proposer 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 on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize any subcontractor/consultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before RIOC may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, 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 New York State Iran Divestment Act of 2012 within ninety (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 selected Proposer in default of the awarded Contract.

RIOC reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

XII. EXECUTIVE ORDER NO. 16

Pursuant to Executive Order No. 16 dated March 17, 2022, all New York State agencies and authorities are prohibited from Entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia. As part of this RFP, each firm is required to certify that the firm is not an ‘entity conducting business operations in Russia.’ Certification under Executive Order No. 16 can be found in Section XV of Exhibit C: Proposal Submission Packet.

EXHIBIT A
SCOPE OF WORK

General Scope Requirements For Job Order Work:

The selected Proposers shall provide, in response to RIOC's request on an as- needed basis, on-call construction management ("CM") services (the "Work") for projects designated by RIOC as on-call projects (collectively, the "On-Call Projects"). Among other things, the selected Proposer shall:

- 1) Provide all necessary CM services throughout all phases of the project, including pre-construction, construction and post-construction closeout and turnover.
- 2) Provide technical support in all disciplines associated with CM services including, but not limited to, bid preparation, peer review, contractor procurement (as needed), constructability analysis, value engineering, site logistics analysis, building equipment and systems commissioning, budgeting, file management, scheduling, inspections, change order preparation and negotiation, risk management, and cost estimating.
- 3) Schedule and conduct all project progress meetings, including prompt preparation and distribution of meeting minutes.
- 4) Coordinate and monitor construction progress, including preparation of construction logs for submission to RIOC daily.
- 5) Track and review all contractor submittals including general requirements (bonds and insurance), schedules, RFIs, procedures, materials, shop drawings and subcontractor and supplier qualifications in accordance with project specifications.
- 6) Review all change order requests and provide supporting documentation along with recommendations for acceptance or rejection to RIOC.
- 7) Assume primary responsibility for project closeout activities, including resolution of punchlist items and preparation of all final documentation.
- 8) Perform Quality Assurance and Quality Control services
- 9) Perform oversight of Site Safety plan
- 10) Assume primary responsibility for reviewing and tracking the project schedule.
- 11) Ensure that all work being performed adheres to relevant codes and all applicable local, city, state, and federal regulations and guidelines.
- 12) Provide an Approach Plan if the duration of a Construction Project is greater than five (5) total workdays and the estimated cost for the selected Proposer's performance of such Construction Project is greater than \$50,000.
 - a) If required for a Construction Project, the Approach Plan provided by the selected Proposer shall include the following information (the "Approach Plan"):
 - A detailed estimate of fees and costs required for the selected Proposer to perform the Construction Project, including, but not limited to, all labor, reimbursable expenses, overhead and profit; and,

- A proposed staffing plan, including billing rates and the total number of work hours for the selected Proposer and any sub-consultants.

All such tasks and services shall be performed in coordination and collaboration with RIOC staff and, as applicable, RIOC's designated architect or engineer of record for each On-Call Project.

EXHIBIT B
PROCEDURE FOR ASSIGNMENT OF WORK

On-Call Construction Management Job Assignment Procedure

A. Contractor Receipt of Job Notification

As the need for construction management services arises, RIOC may prepare and issue a notification (“the Job Notification”) to one or more of the Selected Proposers. 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. Contractor Response to Job Notification

1. Upon receipt of a Job Notification, the Consultant shall submit a written response (the “Response”) and conduct a preliminary site visit of the On-Call Project area, if necessary, 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 On-Call Project 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; c) a list of staff to be assigned to the Job, along with the actual hourly rate (or pro-rated equivalent for salaried employees) (the “Actual Rate of Pay”) of each staff 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, to conduct a Site Visit, 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.
4. If the estimated cost for such On-Call Project is equal to or greater than \$50,000 and the projected duration if the Project is more than ten (10) work days or if RIOC specifically requests, the Consultant shall provide as part of its Response an approach plan (the “Approach Plan”). If required for an On-Call Project, the Approach Plan provided by the selected Proposer shall include the following information:
 - A detailed breakdown of proposed fees and costs to perform the On-Call Project – including, but not limited to all labor and reimbursable expenses;
 - A proposed staffing plan, including the raw rates and the total number of hours for the Consultant’s staff, and any sub-consultants; and
 - A description of the Consultant’s approach to the performance of the project and the identification of any potential logistical, permitting or schedule issues or concerns, and related strategies, associated with the project.

C. RIOC Selection of Consultant 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 G. 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 On-Call Project. In addition to meeting with RIOC staff throughout the duration of the Services, the selected Proposer may be requested, from time to time, to coordinate and meet with other RIOC consultants or contractors, including, as discussed above, RIOC's designated engineers or architects of records for particular On-Call Projects.

D. Performance of Work

1. The Consultant shall perform all work specified in the Job Order, in accordance with the specific scope of work (including drawings and specifications, if applicable) 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.
2. Consultant's performance shall comply with all requirements contained in the On Call CM Services Agreement as it relates to the Job, including but not limited to all requirements contained in Article 4, Article 16, Article 17, and Article 26 of the Contract.
3. The Consultant shall not proceed with any Job with a value in excess of fifty-thousand dollars (\$50,000) until a) RIOC approves the Approach Plan as submitted, or (if applicable) as revised; and b) the parties have executed a "Job Order" for performance of the relevant Job.

EXHIBIT C
PROPOSAL SUBMISSION PACKET

I. PROPOSAL SUBMISSION CHECKLIST AND CONFIRMATION STATEMENT

- The Proposer hereby certifies that they meet the Minimum Qualification Requirements as stated in SECTION IV.A of the RFP.
- The Proposer hereby certifies that except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP.
- The Proposer hereby certifies that they have reviewed RIOC's Consultant Agreement attached as Exhibit G to the RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.
- The Proposer hereby certifies that they possess the experience, ability, resources and financial standing to perform the Services and shall, upon request by the Authority, provide documentation of such.

The Proposer hereby certifies that their Proposal submitted for the On-Call CM Services Project includes the following required documents and forms, or that, where any required form or document may not be included, a written explanation has been provided for that omission:

- Executive Summary
- Answers to Information Required
- Vendor Responsibility Questionnaire / Certificate of No Change
- Statement of Non-Collusion
- New York State Finance Law §139 Compliance Forms
- Encouraging the Use of New York State Businesses Statement
- Acknowledgement of Addenda Form
- MWBE Utilization Plan
- SDVOB Utilization Plan
- EEO Policy Statement
- Copy of the Proposer's IRS W9 Form
- Executive Order No. 16 Form

Name of Proposer:

Officer Name:

Officer Title:

(Signature of Officer)

II. INFORMATION REQUIRED

A. Questions and Information Sought Relating to the Work

- 1) Describe your firm's background, services, size, and history as these factors are relevant to the CM services – especially services performed in New York City, and with a particular focus on CM services provided on an on-call or task order basis.
- 2) Describe your firm's CM experience and expertise with construction projects associated with public spaces, parks, office and facility buildings, building interiors, marine settings, pedestrian bridges, and historic structures.
- 3) Describe your firm's experience with constructability reviews and cost estimating.
- 4) Describe your proposed team's experience with similar work for other public entities, with an emphasis on New York State public entities.
- 5) Describe your proposed approach and methodology to managing multiple concurrent projects for a single client.
- 6) Describe your firm's approach to client communication and response times with respect to on-call projects.
- 7) Describe your firm's approach to staffing on-call projects, including a description of how you handle scheduling conflicts and workforce demand surges.
- 8) Identify any subcontractors you intend to use for this engagement, and describe the services to be performed by each subcontractor.
- 9) List each key member of the team you intend to assign to this engagement and include for each listed individual: (a) area(s) of specialization; (b) title and/or position within your firm; (c) years and type(s) of relevant experience; and (d) the services to be performed.
- 10) Identify the Lead PM and primary contact in providing services to RIOC, and identify any other persons who will be listed as a "key person" in any contract with RIOC.
- 11) Describe your proposed team's experience (including both direct contract work and work performed under subcontracts) with similar work for other public entities, with an emphasis on New York State and City public entities. Include contract dates, the nature of the work performed, the contracting agency, the contract number (if known) and the supervisor for each.
- 12) Clearly identify any information in your Proposal that you believe to be confidential and exempt from FOIL, and state the reasons. Please note that this question is for informational purposes only, and RIOC will determine, in its sole discretion, whether requested documents are exempt from disclosure under FOIL.
- 13) Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project's date, and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.
- 14) Identify any and all exceptions taken to RIOC's Consultant Agreement, attached as Exhibit G, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, "Appendix: Objections to RIOC Form of Contract." No exceptions to the

Contract will be considered by RIOC after submission of the Proposals. RIOC maintains the right to reject Proposals based on non-conformance with the Contract.

- 15) Describe your firm’s environmentally sustainable business practices or activities, and how such practices may be brought to use in the performance of the Work.

B. Questions and Information Sought Relating to Proposer’s Firm & Eligibility

- 1) Within the past three (3) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 2) How does your firm identify and manage conflicts of interest?
- 3) Are there any potential conflict of interest issues posed by your firm’s performance of the Work on behalf of RIOC?
- 4) Has your firm, or have any of the firm’s partners/employees, been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts.
- 5) Within the last five (5) years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of professional services? If so, please provide an explanation and the current status or disposition of the matter.
- 6) List any professional or personal relationships your firm’s employees may have with RIOC’s Board Members and/or employees – a list of which is attached as Exhibit H.
- 7) If selected, will your firm assign any person to this engagement who was previously an employee of RIOC? If so, please: i) identify when (month and year) that person’s employment at RIOC terminated, and ii) describe that person’s involvement, if any, with matters related to this RFP during his/her employment at RIOC.
- 8) In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and provide a contact person, address and telephone number.

III. VENDOR RESPONSIBILITY QUESTIONNAIRE

A. Instructions

The Standard Vendor Responsibility Form should be filled out by someone in your firm who knows about tax filings, prior findings of non-responsibility by a governmental authority, etc., and can certify the accuracy of all information requested in the form (such as legal status, tax status, and debarment status). You must answer every question on the questionnaire.

NOTE: You may fill out the “Certificate of No Change” form instead ONLY if your firm has submitted the Vendor Responsibility form to RIOC already during this calendar year. If this is the first time your firm is proposing to do work for RIOC this year, then you must fill out the entire Vendor Responsibility Questionnaire.

B. Standard Vendor Responsibility Questionnaire

- a. Legal Business Name:
- b. Federal Employer Id No. (FEIN):
- c. D/B/A – Doing Business As (if applicable):

- d. County Filed:
- e. Website Address (If Applicable)
- f. Principal Place Of Business Address:
- g. Telephone:
- h. Fax (If Applicable):
- i. Authorized Contact For This Questionnaire:
- j. Name:
 - ii. Title:
 - iii. Telephone:
 - iv. Email:
- k. Type Of Business (please check appropriate box and provide additional information)
 - Corporation (Sole Proprietor). State of Incorporation:
 - Corporation (General Partnership). State of Incorporation:
 - Corporation (Not-For-Profit). Charities Registration Number:
 - Corporation (Limited Liability Company/LLC). Jurisdiction Filed In:
 - Corporation (Limited Partnership). State/County filed in:
 - Individual
 - Other – Specify:
- l. If not incorporated or formed in New York State, please provide a current Certificate of Good Standing from your state or applicable local jurisdiction.
- m. List the name and title of each principal owner, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), director, and member, as applicable:
- n. Authorized Contact for the Proposed Contract:
 - i. Name:
 - ii. Title:
 - iii. Telephone:
 - iv. Email:

[NO FURTHER TEXT ON THIS PAGE]

Vendor Name:		Vendor FEIN:	
<p>C. Does the vendor use, or has it used in the past five (5) years, any other business name, FEIN, or D/B/A other than what is listed in question a-c above?</p> <p>If yes, please provide the name(s), FEIN(s), and D/B/A(s) and the address for each such company and D/B/A on a separate page and attach to this response.</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>D. Within the past five (5) years, has the vendor, any principal, owner, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding, contracting or leasing process been the subject of any of the following:</p>			
<p>a. a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>b. a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>c. an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>d. an investigation for a civil or criminal violation for any business related conduct by any federal, state or local agency?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>e. a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>f. a federal, state or local government suspension or debarment from the contracting process?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>g. a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>h. a federal, state or local government denial of a lease or contract award for non-responsibility?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>i. an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease?</p>		Yes <input type="checkbox"/>	No <input type="checkbox"/>

¹"Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

j. a federal, state or local determination of a willful violation of any public works or labor law or regulation?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
k. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
l. a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
m. an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
n. a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
o. a citation, violation order, pending administrative hearing or proceeding or determination issued by a federal, state or local government for violations of:		
i. health laws, rules or regulations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
ii. unemployment insurance or workers' compensation coverage or claim requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
iii. ERISA (Employee Retirement Income Security Act)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
iv. human rights laws	Yes <input type="checkbox"/>	No <input type="checkbox"/>
v. federal U.S. Citizenship and Immigration Services laws	Yes <input type="checkbox"/>	No <input type="checkbox"/>
vi. Sherman Act or other federal anti-trust laws	Yes <input type="checkbox"/>	No <input type="checkbox"/>
p. entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
q. a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
r. a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
s. a finding of non-responsibility by an agency or authority due to a violation of State Finance Law §139-j?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
For each YES answer to questions D.a-s above, provide details on additional pages regarding the finding, including but not limited to cause, current status, resolution, etc.		

[NO FURTHER TEXT ON THIS PAGE]

Vendor Name:		Vendor FEIN:	
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E. During the past three (3) years has the vendor failed to:		
a. File returns or pay any applicable federal, state or local government taxes? If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. File returns or pay New York State Unemployment Insurance? If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
F. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing? If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: If it is an affiliate, include the affiliate's name and FEIN: Provide the court name, address and docket number: Indicate if the proceedings have been initiated, remain pending or have been closed: If closed, provide the date closed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
G. Does the vendor have the financial resources necessary to fulfil the requirements of the proposed contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

[NO FURTHER TEXT ON THIS PAGE]

Vendor Name:		Vendor FEIN:	
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H. Certification:

State of:)

) ss:

County of:)

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to Battery Park City Authority – State of New York that the information given above is true, accurate and complete. It is further acknowledged that Battery Park City Authority – State of New York will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and Battery Park City Authority – State of New York may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or may constitute a misdemeanor under Penal Law Sections 175.30, or 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in a denial of contract award or contract termination.

Name of Business:

Address:

City, State, Zip:

Officer Name:

Officer Title:

Signature of Officer

IV. CERTIFICATE OF NO CHANGE FORM

NOTE: You may fill out the “Certificate of No Change” form instead ONLY if your firm has submitted the Vendor Responsibility form to Roosevelt Island Operating Corporation already during this calendar year. If this is the first time your firm is proposing to do work for Roosevelt Island Operating Corporation this year, then you must fill out the entire Vendor Responsibility Questionnaire.

XIII. CERTIFICATE OF NO CHANGE

STATE OF ()

COUNTY OF) ss.:

The undersigned, being duly sworn, deposes and says:

1. I am _____, the _____ (title) of _____ (hereinafter the “Contractor”), which is currently submitting an amendment to a State Contract.
2. Contractor previously submitted the completed Roosevelt Island Operating Corporation Standard Vendor Responsibility Questionnaire, dated _____, in connection with another State Contract.
3. Attached is an accurate and true copy of such previously submitted Standard Vendor Responsibility Questionnaire.
4. I hereby certify that with the exception of the information specified in Question 12, and as changed herein, there has been no material change in the information pertaining to the Contractor specified on such attached Questionnaire.

AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:

Name & Title: _____

Telephone Number: _____

Email: _____

Signature

Print Name

Title

V. STATEMENT OF NON-COLLUSION

- A. By submission of this Proposal, Proposer and each person signing on behalf of Proposer certifies, (and in the case of a joint Proposal each party thereto certifies) as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - a. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
 - b. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor.
 - c. No attempt has been made or will be made by Proposer to induce any other person, partnership, firm or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

- B. A Proposal shall not be considered for award nor shall any award be made where sub-paragraphs A.a, A.b, and A.c above have not been complied with provided however, that if in any case Proposer cannot make the foregoing certification and the Proposer shall so state and shall furnish with its Proposal a signed statement which sets forth in detail the reasons therefore. Where sub-paragraphs A.a, A.b, and A.c above have not been complied with, Proposal shall not be considered for award nor shall any award be made unless the Authority determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items Being procured, (b) has informed prospective customers of proposed or pending Publication of a new or revised price lists for such item, or (c) has sold the same items To other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph A.a above.

- C. This Proposal, if made by a corporate Proposer, shall be deemed to have been authorized by the board of directors of the Proposer and such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion thereof of the statement of non-collusion as the act and deed of the corporation.

(Insert Name of Proposer and Sign Below)

By: _____
(Print full legal name of person, firm, partnership, or corporation)

(Signature)

(Address)

Corporate ID Number

Federal ID Number

Date

STATEMENT OF NON-COLLUSION (Continued)

If the Proposer is an individual, the Proposer's legal residence is as follows:

Street Address City State ZIP

If Proposer is a Firm or Partnership, complete the following:

Name of Members or Partners	Legal Residence

If Proposer is a Corporation, complete the following:

Names of All Officers	
President:	
Vice President:	
Secretary:	
Treasurer:	
Other Officers/Titles (if applicable):	

VI. OFFEROR'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) AND §139-j(6)(b)

For reference, the applicable sections of the New York State Finance Law can be found here: <https://www.nysenate.gov/legislation/laws/STF/139-J>

Offeror affirms that it understands and agrees to comply with the procedures of Battery Park City relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____

(Signature)

(Name – Printed)

(Title)

Contractor Name: _____
(Company)

Contractor Address: _____

VII. OFFEROR'S CERTIFICATION OF COMPLAINE WITH STATE FINANCE LAW §139-k(5)

For reference, the applicable sections of the New York State Finance Law can be found here: <https://www.nysenate.gov/legislation/laws/STF/139-K>

I certify that all information provided to Battery Park City Authority, its subsidiaries and **affiliates with respect to State Finance Law §139-k is complete, true and accurate.**

By: _____ Date: _____

(Signature)

(Name – Printed)

(Title)

Contractor Name: _____
(Company)

Contractor Address: _____

VIII. OFFEROR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:	
Address:	
Name and Title of Person Submitting this Form:	
Project Name:	
Date:	

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? If yes, please answer the next questions:	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 if required)	
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? If yes, please provide details below: Governmental Entity: Date of Termination or Withholding of Contract: Basis of Termination or Withholding: (add additional pages if required)	Yes <input type="checkbox"/> No <input type="checkbox"/>

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE TO FOLLOW]

By: _____ Date: _____

(Signature)

(Name – Printed)

(Title)

Contractor Name: _____
(Company)

Contractor Address: _____

IX. 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, Proposers 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.

Proposers are 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, Proposers 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/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below. Each proposer must include a response to this question with their proposal. Please note that a “yes” response requires supporting information. If yes, identify New York State businesses that will be used and attach identifying information.

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

Yes No

X. ACKNOWLEDGEMENT OF ADDENDA FORM

RFP TITLE: _____

Complete Part I or Part II, whichever is applicable, and sign in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, ____

Addendum # 2, Dated _____, ____

Addendum # 3, Dated _____, ____

Addendum # 4, Dated _____, ____

Addendum # 5, Dated _____, ____

Addendum # 6, Dated _____, ____

Part II

Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

XI. MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) UTILIZATION PLAN

Please fill out utilization plan for MBE/WBE(s) participation and use the same form for all additional MBE/WBE Firms.

Contractor Information:

Project Name:		
Project No.:	Site #:	Date:
Name of Contractor:		
Address:		
Contact Person:		
Phone:	Fax:	
Federal ID No.:	Tax ID:	
Is Your Firm:	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>
Work to Begin:	Work to be Completed:	

MBE/WBE Information:

Sub-Contractor or Vendor:		
Name:		
Address:		
Contact Person:		
Phone:	Fax:	
Federal ID No.:	Tax ID:	
Is This Firm:	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>
Total Percent of Contract Holder %	Trade:	
Scope of Work to be done by MBE/WBE:		
Work to Begin:	Work to be Completed:	

Sub-Contractor or Vendor:	
Name:	
Address:	
Contact Person:	
Phone:	Fax:
Federal ID No.:	Tax ID:
Is This Firm: MBE <input type="checkbox"/> WBE <input type="checkbox"/>	
Total Percent of Contract Holder %	Trade:
Scope of Work to be done by MBE/WBE:	
Work to Begin:	Work to be Completed:

The Minimum MBE/WBE Business Participation Goal Expected for your Firm is as Follows:	Workforce Percentages set for this project is as Follows:
Trade(s)	Trade(s)
Minority Owned Business %	Minority Workforce %
Women Owned Business %	Female Workforce %

Please attach copies of the most recent New York State Certification Letters for all MBE/WBE Firms Listed on this Utilization Plan. If there are any changes in the information on this plan you must immediately re-submit this plan with the most recent date.

XII. SERVICE DISABLED VETERAN OWNED BUSINESSES (SDVOB) UTILIZATION PLAN

Please fill out utilization plan for SDVOB(s) participation and use the same format for all additional SDVOB sub-contractors.

Contractor Information

Contractor:	Date:
Name:	
Address:	
Contact Person:	Phone:
Federal ID No.:	Fax:

SDVOB Information

Sub-Contractor:	Federal ID No.:
Name:	Work to Begin
Address:	
Phone:	Work to Finish On:
Contact Person:	
Estimate % of Contract to be Awarded to SDVOB:	
Scope of Work to be Done by SDVOB:	

SDVOB Information

Sub-Contractor:	Federal ID No.:
Name:	Work to Begin
Address:	
Phone:	Work to Finish On:
Contact Person:	
Estimate % of Contract to be Awarded to SDVOB:	
Scope of Work to be Done by SDVOB:	

SDVOB Information

Sub-Contractor:	Federal ID No.:
Name:	Work to Begin
Address:	
Phone:	Work to Finish On:
Contact Person:	
Estimate % of Contract to be Awarded to SDVOB:	
Scope of Work to be Done by SDVOB:	

Workforce Percentage Information

Trade (s)	
Minority Workforce:	%
Female Workforce:	%

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

I, _____ (the "Contractor"), agree to adopt the following policies with respect to the project being developed at, or services rendered to, the Roosevelt Island Operating Corporation ("RIOC").

MBE/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.
- (2) Requesting a list of State-certified MBEs/WBEs from RIOC and soliciting bids from these MBEs/WBEs directly.
- (3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.
- (4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.
- (5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.
- (6) Ensuring that progress payments to MBEs/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 are developed to encourage MBE/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing diversity programs 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 RIOC, this organization shall request that 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 organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) 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.

Agreed to this _____ day of _____

By _____

Print: _____ Title: _____

_____ is designated as the Consultant's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

MBE/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

____% Minority Business Enterprise Participation

____% Women's Business Enterprise Participation

EEO Contract Goals (if applicable) N/A

____% Minority Labor Force Participation

____% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (Legal Entity): _____

By (Signature): _____

Name: _____

Title: _____

Date: _____

EXHIBIT D
FORM OF COST PROPOSAL

COST PROPOSAL

(Proposer to submit executed Cost Proposal on its letterhead)

Date:

Roosevelt Island Operating Corporation
426 Main street
New York, NY 10044

Attention: Ms. Amy Firestein
Director Procurement

Dear Ms. Firestein:

The undersigned (the "Proposer") hereby proposes to perform On-Call Construction Management Services on a project-by-project basis as requested by RIOC (collectively, the "On-Call Projects").

During the term of the contract (the "Contract") associated with this Cost Proposal, Proposer agrees to submit in writing a Response to each Job Notification in accordance with the Procedure for Assignment of Work contained in Exhibit B to the RFP. Proposer will perform the Work as described in Exhibit A of the RFP for the entire term of the Contract in accordance with the rate ranges and Multipliers specified in the attached Technical Salary Rates Sheet, or shall indicate in its Response to a Job Notification if any particular On-Call Project requires the use of personnel other than those identified on the Technical Salary Rates Sheet.

Technical Salary Rates

The Proposer has submitted, as part of this Cost Proposal, technical salary rate ranges for all categories of personnel and areas of specialty, according to the attached Technical Salary Rates Sheet (Exhibit E), together with a Multiplier covering benefits, burdens, and all overhead and profit.

Name of Proposer:

By: _____

Title: _____

EXHIBIT E
FORM OF TECHNICAL SALARY RATES

Proposers shall provide all appropriate persons necessary to ensure the highest quality work. The rate ranges listed below represent Proposer’s range of actual hourly rates of pay (or pro-rated equivalent for salaried employees) (the “Actual Rate of Pay”) paid to employees occupying the listed positions.

Title/Function	Hourly Rate Range
Principal	
Project Executive	
Senior Project Manager	
Project Manager	
Assistant Project Manager	
Scheduler	
Senior Estimator	
Estimator	

Should positions other than those listed above be required on any particular Job Order, the Proposer shall disclose the position, and the actual rate of pay, in its Response to the Job Notification.

Rates utilized for Job Order invoicing will be the Actual Rate of Pay for the individual employees utilized on that particular Job Order, which rate may be subject to audit at the discretion of RIOC. Invoicing shall factor the Actual Rate of Pay, times the actual hours of productive work expended in the billing period, times the auditable Multiplier identified below.

MULTIPLIER: _____% (for self-performed work)

MULTIPLIER: _____% (for Subconsultant work)

The auditable multiplier selected by the Proposer shall be limited to the direct payroll burden as allowed in list below and a reasonable profit and overhead percentage. These items should only be included in the Multiplier, and not in the Raw Rate used in Consultant’s invoicing.

Itemization of Direct Payroll Burden

- | | | |
|---|--|---|
| 1. F.I.C.A. | 11. Major Medical Insurance | 21. Premium for Staff Overtime – |
| 2. Federal Unemployment Insurance | 12. Pension and Profit-Sharing Plan | Support or Clerical Work |
| 3. State Unemployment Insurance | 13. 401K Program (company contribution) | 22. Sick Time and Personal Days for Employees |
| 4. Worker’s Compensation | 14. Medicare | |
| 5. Life Insurance | 15. Long-Term Disability Insurance | |
| 6. Accidental death and Disbursement | 16. Company Automobile Expenses | |
| 7. NYS Disability Insurance | 17. Tuition and Seminar Reimbursement | |
| 8. PL and PD Insurance | 18. Company Training Program | |
| 9. Group Hospitalization | 19. Employee Bonuses – Non-Principals and Non-Shareholders | |
| 10. Vacation time attributable to Project | 20. Travel and Meal Allowances – Overtime Work Only | |

EXHIBIT F
CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE-CERTIFIED MBES/WBES/SDVOBS AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations RIOC is required to promote opportunities for the maximum feasible participation of New York State-certified MBEs/WBES (collectively, “MWBE(s)”) and the employment of minority group members and women in the performance of RIOC contracts. Pursuant to New York State Executive Law Article 17-B and 9 NYCRR §252, RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified SDVOBs.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, RIOC hereby establishes the following MWBE participation goals, based on the current availability of MWBEs:

Overall goal for total MWBE participation: 30%

NYS-Certified Minority-Owned Business (“MBE”) Participation:

NYS-Certified Women-Owned Business (“WBE”) Participation:

A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the Proposer agrees that RIOC may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how RIOC will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The Proposer 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 providing supplies shall be sixty percent (60%) of the total value of the Contract. 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 the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and RIOC may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a Proposer agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Amy Firestein Rfpbids@rioc.ny.gov. Please note that the NYSCS is a one-stop solution for all of your MBE/WBE and Article 15-A contract requirements. Please note that the NYSCS is a one-stop solution for all of your MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer’s MBE/WBE requirements, please see the attached MBE/WBE guidance from the New York State Division of Minority and Women’s Business Development, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”.

Additionally, a Proposer will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to RIOC for review and approval.
- B. RIOC will review the submitted MWBE Utilization Plan and advise the Proposer of RIOC acceptance or issue a notice of deficiency within thirty (30) days of receipt.
- C. If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to Amy Firestein Rfpbids@rioc.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. RIOC may disqualify a Proposer as being non-responsive under the following circumstances:
 - 1) If a Proposer fails to submit an MWBE Utilization Plan;
 - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
 - 3) If a Proposer fails to submit a request for waiver; or
 - 4) If RIOC determines that the Proposer has failed to document good faith efforts.

The successful Proposer will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to RIOC, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to RIOC, by the tenth (10th) day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

A. Business Participation Opportunities for SDVOBs

For purposes of this solicitation, RIOC hereby establishes an overall goal of 6% for SDVOB participation. A Proposer must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Proposer agrees that RIOC may withhold payment pending receipt of the required SDVOB documentation. The directory of New York State Certified SDVOBs can be viewed at: <https://sdves.ogs.ny.gov/business-search>. For guidance on how RIOC will determine a Contractor's "good faith efforts," refer to 9 NYCRR §252.2(f)(2).

In accordance with 9 NYCRR §252.2(s), the Proposer acknowledges that if it is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, such finding constitutes a breach of Contract and Contractor shall be liable for damages to be calculated based on the actual cost incurred by RIOC related to RIOC's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB programmatic goals. Such damages shall be calculated based on the actual cost incurred by RIOC related to RIOC's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB programmatic goals.

- A. Additionally, a Proposer agrees to submit a Utilization Plan with their bid or Proposal as evidence of compliance with the foregoing. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to RIOC.
- B. RIOC will review the submitted Utilization Plan and advise the Proposer of RIOC's acceptance or issue a notice of deficiency within thirty (30) days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to Amy Firestein Rfpbids@rioc.ny.gov a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of SDVOB participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.
- D. RIOC may disqualify a Proposer as being non-responsive under the following circumstances:
 - 1) If a Proposer fails to submit a Utilization Plan;
 - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
 - 3) If a Proposer fails to submit a request for waiver; or
 - 4) If RIOC determines that the Proposer has failed to document good faith efforts.

The successful Proposer shall attempt to utilize, in good faith, any SDVOB identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to RIOC, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer is required to submit a Contractor's SDVOB Contractor Compliance & Payment Report to RIOC on a monthly basis over the term of the Contract documenting the progress made toward achievement of the SDVOB goals of the Contract.

B. Equal Employment Opportunity (“EEO”) Requirements

By submission of a bid or proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of the attached MWBE EEO Policy Statement. The Proposer is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Proposer, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Proposer will be required to submit a MWBE and EEO Policy Statement, Form # 4, to RIOC with its bid or proposal.

If awarded a Contract, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by RIOC on a monthly basis during the term of the Contract using the New York State Contract System or by other electronic means accepted by RIOC. Workforce Utilization Reporting shall be via the NYSCS Workforce Reporting Module. Monthly reports will be generated from the NYSCS for relevant contractors, and must be completed in order to be in compliance with this requirement.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.



Your MBE/WBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MBE/WBE Program. It is also the platform New York State uses to monitor state contracts and MBE/WBE participation.

GETTING STARTED

To access the system, please login or create a username and password at <https://ny.newnycontracts.com/>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to Amy Firestein Rfpbids@rioc.ny.gov . For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MBE/WBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MBE/WBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com/>).

EXHIBIT G
CONSULTANT AGREEMENT

[ATTACHED]

CONSULTANT AGREEMENT

between

Roosevelt Island Operating Corporation

and

Dated as of _____, 2026

Contract No. __-____

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

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CONSULTANT AGREEMENT

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 on-call construction management services for assigned projects (“Jobs”) 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 Work and Assignment of Jobs***

(a) SCOPE OF WORK

- 1) 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”).
- 2) 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 potentially payable for all Work performed under this Agreement is the not-to-exceed amount of _____ (\$_____) (the "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 staff member ("Employee") as follows:

$$\begin{array}{rcccl} \text{Employee's Actual} & & \text{Multiplier Identified} & & \text{Total} \\ \text{Rate of Pay} & \times & \text{in Exhibit D} & \times & \text{Amount} \\ & & & & \text{Earned} \\ & & & & = \end{array}$$

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.

(d) If the Term is extended for one or more additional annual terms pursuant to Section 2(b), or for any additional time pursuant to Section 4(b) of the Agreement, Consultant may increase the rate ranges payable under Exhibit D by a maximum of 5% per term extension.

(e) 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.

(f) 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/corporate-documents> . 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.

(g) 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.

(h) 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

A. 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 noncontributory 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.

A. 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. Should the Proposer's work include construction activities of any kind, then the Proposer must maintain Products/Completed Operations coverage for no less than three years after the construction work is completed, and continue to include Additional Insured protection for 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, for the prescribed timeframe. When providing evidence of insurance, the Proposer must include a completed Acord 855 NY form.

- 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.
- Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect 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.
- **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 to the selected Proposer's work and the risk characteristics of specific projects, the selected Proposer will need to maintain or cause to be maintained the following (any additional cost for which shall be incorporated into the selected Proposer's submitted Approach Plan for the particular assigned Job generating the need for the additional coverage):

10.2 **Builder's Risk / Installation Floater Insurance** in an amount not less than in an amount not less than \$250,000. Coverage must be written on ISO Special Form CP 10 30 04 02 or its equivalent on a completed value non-reporting basis and provide coverage for the Proposer, all subcontractors, RIOC, BPCPC, and the State of New York. Coverage must apply to property while on site, off site, and in transit, include an agreed amount provision which eliminates any coinsurance provision, and include RIOC as a loss payee. Coverage must include the insurable interests of all subcontractors retained by the Proposer.

10.3 **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

- Pollution liability

RIOC, and the State of New York must be protected as additional insureds on policies held by the selected Proposer and any of its subcontractors.

- **Professional Liability (“Errors & Omissions”) Insurance** must be maintained at a limit of not less than \$1,000,000 each claim.
- **Additional Coverage Requirements:** RIOC reserves the right to require additional coverage, including an increase the Commercial General Liability coverage limits, for particular Job Orders on a case by case basis. RIOC shall identify any additional coverage requirements for particular Jobs Order in the Job Notification, and the selected Proposers must incorporate their increased costs, if any, in their Job Proposals.

B. Insurance Requirements for all Subconsultants (also referred to as “Subcontractors”)

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.

11. Authority of Owner

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 its 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 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 RIOOC, 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:

C. 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 25% 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/eoo_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 10th 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.gov or 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%20Report.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 interest 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: _____

EXHIBIT A

D. General Scope Requirements For Job Order Work:

The Consultant shall provide, in response to RIOC's request on an as-needed basis, on-call construction management ("CM") services (the "Work") for projects designated by RIOC as on-call projects (collectively, the "On-Call Projects"). Among other things, the Consultant shall:

1. Provide all necessary CM services throughout all phases of the project, including pre-construction, construction and post-construction closeout and turnover.
2. Provide technical support in all disciplines associated with CM services including, but not limited to, bid preparation, peer review, contractor procurement (as needed), constructability analysis, value engineering, site logistics analysis, building equipment and systems commissioning, budgeting, file management, scheduling, inspections, change order preparation and negotiation, risk management, and cost estimating.
3. Schedule and conduct all project progress meetings, including prompt preparation and distribution of meeting minutes.
4. Coordinate and monitor construction progress, including preparation of construction logs for submission to RIOC daily.
5. Track and review all contractor submittals including general requirements (bonds and insurance), schedules, RFIs, procedures, materials, shop drawings and subcontractor and supplier qualifications in accordance with project specifications.
6. Review all change order requests and provide supporting documentation along with recommendations for acceptance or rejection to RIOC.
7. Assume primary responsibility for project closeout activities, including resolution of punchlist items and preparation of all final documentation.
8. Perform Quality Assurance and Quality Control services
9. Perform oversight of Site Safety plan
10. Assume primary responsibility for reviewing and tracking the project schedule.
11. Ensure that all work being performed adheres to relevant codes and all applicable local, city, state, and federal regulations and guidelines.
12. Provide an Approach Plan if the duration of a Construction Project is greater than five (5) total workdays and the estimated cost for the selected Proposer's performance of such Construction Project is greater than \$50,000.
 - a) If required for a Construction Project, the Approach Plan provided by the selected Proposer shall include the following information (the "Approach Plan"):
 - A detailed estimate of fees and costs required for the selected Proposer to perform the Construction Project, including, but not limited to, all labor, reimbursable expenses, overhead and profit; and,
 - A proposed staffing plan, including billing rates and the total number of work hours for the selected Proposer and any sub-consultants.

All such tasks and services shall be performed in coordination and collaboration with RIOC staff and, as applicable, RIOC's designated architect or engineer of record for each On-Call Project.

EXHIBIT B
PROCEDURE FOR ASSIGNMENT OF WORK

E. On-Call Construction Management Job Assignment Procedure

A. Contractor Receipt of Job Notification

As the need for construction management 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. *Contractor Response to Job Notification*

1. Upon receipt of a Job Notification, the Consultant shall submit a written response (the “Response”) and conduct a preliminary site visit of the On-Call Project area, if necessary, 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 On-Call Project 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; c) a list of staff to be assigned to the Job, along with the actual hourly rate (or pro-rated equivalent for salaried employees) (the “Actual Rate of Pay”) of each staff 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, to conduct a Site Visit, 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.

4. If the estimated cost for such On-Call Project is equal to or greater than \$50,000 and the projected duration if the Project is more than ten (10) work days or if RIOC specifically requests, the Consultant shall provide as part of its Response an approach plan (the “Approach Plan”). If required for an On-Call Project, the Approach Plan provided by the Consultant shall include the following information:

- A detailed breakdown of proposed fees and costs to perform the On-Call Project – including, but not limited to all labor, reimbursable expenses, overhead and profit;
- A proposed staffing plan, including the raw rates and the total number of hours for the Consultant’s staff, and any sub-consultants; and
- A description of the Consultant’s approach to the performance of the project and the identification of any potential logistical, permitting or schedule issues or concerns, and related strategies, associated with the project.

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 On-Call Project. In addition to meeting with RIOC staff throughout the duration of the Services, the Consultant may be requested, from time to time, to coordinate and meet with other RIOC consultants or contractors, including, as discussed above, RIOC's designated engineers or architects of records for particular On-Call Projects.

D. Performance of Work

1. The Consultant shall perform all work specified in the Job Order, in accordance with the specific scope of work (including drawings and specifications, if applicable) 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.
2. Consultant's performance shall comply with all requirements contained in the On Call CM Services Agreement as it relates to the Job, including but not limited to all requirements contained in Article 4, Article 16, Article 17, and Article 26 of the Contract.
3. The Consultant shall not proceed with any Job with a value in excess of fifty-thousand dollars (\$50,000) until a) RIOC approves the Approach Plan as submitted, or (if applicable) as revised; and b) the parties have executed a "Job Order" for performance of the relevant Job.

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.

[INCLUDE NEXT CLAUSE IF JOB DURATION IS GREATER THAN 5 WORK DAYS AND JOB CONTRACT PRICE IS GREATER THAN 50,000] Consultant’s performance of the Work shall conform to the Consultant’s Response and Approach Plan attached hereto as Exhibit B. The Site for the Job Order Work is [provide description of Site]. *[INCLUDE IF THERE ARE DRAWINGS AND SPECIFICATIONS RELATING TO THE JOB-* The Drawings and Specifications attached hereto as Exhibit C and D are made a part hereof and shall constitute a part of this Job Order.]

Consultant confirms by its execution of this Job Order that a complete and careful investigation of the Site for the Job has been performed 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 the Agreement, RIOC will pay to Consultant for the performance of Job Order Work hereunder, the not-to-exceed amount of \$[] (the “Maximum Price”). The Maximum Price shall be payable in accordance with Article 3 of the 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 B to Job Order

[Insert Consultant's Response and Approach Plan, if any]

Exhibit C to Job Order

[Insert Drawings, if any]

Exhibit D to Job Order

[Insert Specifications, if any]

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 F

M/WBE AND EEO POLICY STATEMENT

Consultant agrees to adopt the following policies with respect to the Work:

MBWE Consultant will and will cause its Subconsultants to take good faith actions to achieve the M/WBE contract participations goals set by the Owner for that area in which the Owner-funded project is located, by taking the following steps:

(a) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State-certified MBEs or WBEs, including solicitations to M/WBE consultant associations.

(b) Request a list of State-certified M/WBEs from Owner and solicit bids from them directly.

(c) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(d) Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE consultants to enhance their participation.

(e) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Consultant will also maintain records of actions that its Subconsultants have taken toward meeting M/WBE contract participation goals.

(f) 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.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital 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 Owner contracts.

(b) Consultant shall state in all solicitation or advertisements for employees that in the performance of the Owner 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 Owner, Consultant 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 Consultant's obligations herein.

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

(e) Consultant will include the provisions of sections (a) through (d) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subconsultant as to work in connection with Owner's contract.

Agreed to this _____ day of _____, _____

By: _____

Print: _____ Title: _____

EXHIBIT H
LIST OF RIOC BOARD MEMBERS AND 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. Akbar | Afgan |
| 3. Judith | Agosto |
| 4. Christopher | Alexander |
| 5. Dhruvika | Amin |
| 6. Mohamed | Amor |
| 7. Anthony | Amoroso |
| 8. Justin | Andujar |
| 9. Michael | Argenzio |
| 10. Steven | Ayala |
| 11. Ibrahima | Bah |
| 12. Alex | Banashko |
| 13. Avary | Beatty |
| 14. Govind | Bedasie |
| 15. Miguel | Beltre |
| 16. Nicholas | Bertine |
| 17. Noemi | Bisnauth |
| 18. Desmal | Body |
| 19. Abdelkader | Boujoual |
| 20. Mostafa | Boujoual |
| 21. Richard | Bracy |
| 22. Pharlande | Brizeus |
| 23. Christopher | Brown |
| 24. Katlyn | Brown |
| 25. Kevin | Brown |
| 26. Nevaeh | Brown |
| 27. Leonard | Bunbury |
| 28. Timothy | Burns |
| 29. Minham | Cader |
| 30. Walter | Campbell |
| 31. Oscar | Cariaga |

32.	David	Cass
33.	Diana	Castellanos
34.	Kimberly	Chacon
35.	Iris	Chan
36.	Steven A.	Cohen
37.	Wanda M.	Coleman
38.	Mary	Cunneen
39.	Enrique	DaCosta
40.	Bryant	Daniels
41.	Jovy	Darbouze
42.	Elvis	De La Cruz
43.	Patrick	DeCanio
44.	Dervirael	DeLeon
45.	Yolanda	Delgado
46.	William	Dentone
47.	Daniel	Diaz
48.	Clydell T.	Dickens
49.	Nicholas	Dones
50.	Suzanne	Dooley
51.	Moussa	Fall
52.	Michelle	Farfan
53.	Andrew	Feely
54.	Tory	Ferguson
55.	Erewil	Ferreira
56.	Christian	Ferrer
57.	Claudia	Filomena
58.	Amy	Firestein
59.	Anita	Fisher
60.	Philip	Flynn Jr.
61.	Luis	Fonseca
62.	Steven	Friedman
63.	Adrian	Frometa
64.	Marco	Gonzalez
65.	Michael	Gonzalez
66.	David	Greene
67.	Joshua	Greene
68.	Sariah	Hammond
69.	Pablo	Heras
70.	Riammy	Hernandez
71.	Isaiah	Holman
72.	Mohammad	Hoque
73.	Daniel	Impellizeri
74.	Thomas	Imperati
75.	Julio	Jimenez
76.	Benjamin	Jones
77.	Zeyana	Jones

78.	Kasheen	Key
79.	Christopher	LaSalle
80.	Lisa	Lin
81.	Joaquin	Linares
82.	Rodell	Lindsey
83.	Wei Lin	Looi
84.	Vitaliy	Lopadchak
85.	Franklyn	Luciano
86.	Bryson	Lyle
87.	Precious	Mack
88.	Johan	Mantilla
89.	Meagen	Martinez
90.	Cormac	Mason
91.	Claude A. Ellena	McFarlane McKnight-
92.		Breazu
93.	Michael	McShane
94.	Ana	Medina
95.	Kiara	Melendez
96.	Manuel	Melendez
97.	Bryan	Merino
98.	Sarwar	Miah
99.	Gabriella	Mingo
100.	Angel	Miranda
101.	Gloria	Montano
102.	Kevin	Montes Sosa
103.	Steven	Moore
104.	Aida	Morales
105.	Diana	Morales
106.	Joshua	Morales
107.	Michael	Morales
108.	Ava	Narchet
109.	Joseph	Natale
110.	Charles	Naylor
111.	Johnathan	Neal
112.	Matthew	Nyoto
113.	Marta	Olszewska
114.	Mehdi	Omrani
115.	Brian	Ortiz
116.	Nestor	Ortiz
117.	Samantha	Palma
118.	Stephanie	Patino
119.	Christina	Paula
120.	Alex	Perez
121.	Eddie	Perez
122.	Jegee	Perez

123.	Stephanie	Perez
124.	Steven	Perez
125.	Jania	Perry
126.	Averrion	Peterson
127.	Joseph J.	Petrone
128.	Lance	Polivy
129.	Isaiah	Pumarejo
130.	Tara	Ramprashad
131.	Julia	Raysor
132.	Ian	Remor
133.	Rachel	Remor
134.	Luz M.	Reyes
135.	Felix	Riascos
136.	Matthew	Richardson
137.	Justin	Ridgel
138.	Hilda	Rivera
139.	Roberto	Rivera
140.	Luisana	Rodriguez
141.	Luis	Ruiz
142.	Kenan	Sabovic
143.	Ameerah	Saleh
144.	Sharese	Samuel
145.	Steven	Sanchez
146.	Alvaro	Santamaria
147.	Nicko	Simpson
148.	Alberto	Siqueira
149.	Suren	Smbatyan
150.	Sean	Smith
151.	Nelson	Soltren
152.	Leonela	Startseva
153.	Lada	Stasko
154.	Estrella	Suarez
155.	Alexzandra	Tatum
156.	Sonam	Tenzin
157.	Toni	Tinoco
158.	Jada	Tom
159.	Yakov	Trukhin
160.	Megan	Vasquez
161.	Arielis	Villalona
162.	Melisa	Villanueva
163.	Shanshan	Wang
164.	Dantae	Warren
165.	Zaire	Williams
166.	Russell	Wimberly
167.	Xubin	Yang