



NEW YORK
STATE OF
OPPORTUNITY.

**Roosevelt Island
Operating Corporation**

**Request for Proposal
16-32080
Construction of 2 Elevators for the
Manhattan Tram Station Project**

REQUEST FOR PROPOSAL

IMPORTANT: SEE “NOTICE TO BIDDERS” CLAUSES HEREIN

(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)

BID OPENING: DATE – November 15, 2016 TIME – 3:00 PM	CONTRACT TITLE: Construction of 2 Elevators for the Manhattan Tram Station Project
REQUEST FOR PROPOSAL (RFP) NUMBER: 16-32080	SPECIFICATION REFERENCE: As Incorporated in the Request for Proposal
CONTRACT PERIOD: 365 Calendar Days	
DESIGNATED CONTACTS	
PRIMARY CONTACT: Mr. Rudolph Rajaballey, Purchasing Manager Telephone: 212-832-4540 ext 347 E-mail address: rpbids@rioc.ny.gov	SECONDARY CONTACT: Robert Greene, Sr. Project Manager Telephone: (212) 832-4536 E-mail address: Robert.Greene@rioc.ny.gov

THIS FORM MUST BE SUBMITTED AT THE FRONT OF THE BID PACKAGE. The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this REQUEST FOR PROPOSAL, Schedule A (Standard Clauses For New York State Contracts), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that he/she understands and agrees to comply with the RIOC procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at:

Procurement Lobbying: <http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

Bidder’s Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See “New York State Vendor File Registration” clause)</i>			
Legal Business Name of Company Bidding:				
M/WBE [i.e. certified by Empire State Development Corporation] Yes <input type="checkbox"/> No <input type="checkbox"/>				
SDVOB [i.e. certified by Office of General Services] Yes <input type="checkbox"/> No <input type="checkbox"/>				
D/B/A - Doing Business As (if applicable):				
Street	City	State	Zip	County
If you are not bidding, place an “x” in the box and return this page only.				
<input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE: _____ _____				
Bidder’s Signature: Title:		Printed or Typed Name: Date:		
Phone : () - ext ()		Toll Free Phone : () - ext ()		
Fax : () - ext ()		Toll Free Fax : () - ext ()		
E-mail Address:		Company Web Site:		

FOR RIOC INTERNAL USE ONLY

<input type="checkbox"/> Bid Proposal	<input type="checkbox"/> 3 Copies	<input type="checkbox"/> Schedule C	<input type="checkbox"/> Insurance	<input type="checkbox"/> M/WBE Utilization Plan	<input type="checkbox"/> Resume
<input type="checkbox"/> ST-220 Contractor Certification	<input type="checkbox"/> Contractor Disclosure of Contacts Form 139k	<input type="checkbox"/> Reference Form	<input type="checkbox"/> CD	<input type="checkbox"/> Schedule D	
<input type="checkbox"/> Addenda	<input type="checkbox"/> Lobbying Form	<input type="checkbox"/> RIOC Certification	<input type="checkbox"/> SDVOB Utilization Plan	<input type="checkbox"/> Vendrep Attestation	
<input type="checkbox"/> “Non-Collusive Proposal Certificate”, the “Non-Collusive Affidavit” and the “Acknowledgement by Proposer”.					

GENERAL INFORMATION CONT'D

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Roosevelt Island Operating Corporation (RIOC) of the State of New York is a Public Benefit Corporation. This project is funded by RIOC and is the issuing agency for this RFP. Receipt of these bid documents does not indicate that RIOC has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS:

The following procedures shall be used for bid submittals:

1. BID SUBMITTAL

The bid, in triplicate and a copy on CD, must be placed in a sealed envelope marked: Roosevelt Island Operating Corp. **ATTN:** Mr. Rudolph Rajaballey, Purchasing Manager, RFP # 16-32080, 591 Main Street, Roosevelt Island, NY 10044.

2. BID REGISTRATION

In order to ensure distribution of any Addenda or changes to the project, interested bidders **MUST** register their intent to bid on the project via e-mail to Mr. Rudolph Rajaballey, Purchasing Manager, Roosevelt Island Operating Corp. rfpbids@rioc.ny.gov. Include your company name, address, telephone numbers, name of primary contact and e-mail address. Failure to register at least one (1) week before the bid due date will result in disqualification of the bid.

3. PLANS AND SPECIFICATIONS

Interested bidders who have registered their intent to bid can obtain a copy of the drawings and specifications from **NRI, located at 44 West 18th Street, New York, NY 10011 at the estimated cost of \$142.35 for full set of drawings 24" x 36" and specifications. The same are also available downloadable files at \$67.00.** Note these prices does not includes tax nor delivery. Bidders must contact Curt Rowell, Tel: (212) 366.7250; fax: (212) 366.7143; E-mail: csr.18@nrinet.com or visit www.nrinet.com

4. BID DELIVERY

Bidders are strongly encouraged to arrange for delivery of bids to RIOC **prior to** the date of the bid opening. If using a commercial delivery company (i.e., Airborne Express, Federal Express, etc.), which requires that you use their shipping package or envelope, your bid should be placed within a second sealed envelope labeled as detailed above. This will ensure that your bid/proposal is not prematurely opened. Vendors using commercial delivery companies are encouraged to ship early as regardless of who delivers the bid, it will be considered late. **LATE BIDS WILL NOT BE ACCEPTED.**

• Bid envelopes and packages:

An envelope and/or package containing a bid should be clearly marked "**BID ENCLOSED**" and should state the **RFP Number**. Bids shall be delivered to:

**Mr. Rudolph Rajaballey
Purchasing Manager
Roosevelt Island Operating Corporation State of New York
591 Main Street
Roosevelt Island, NY 10044**

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• **FAX transmittals and E-mails:**

Bid submissions via fax transmittals e-mail are **not acceptable and will not be considered**, as no faxed or e-mailed bids are allowed.

• **Hand deliveries:**

Bidders shall allow extra time to comply with parking (paid parking is located at Motorgate which is adjacent to the bridge's entrance onto Roosevelt Island or metered parking on the Island) and accessing the main office on Roosevelt Island when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

5. NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

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

(1) The prices in this bid 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 bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance Law Section 139-d (1) (b).

6. PROCUREMENT LOBBYING TERMINATION:

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

Please note that all bids/proposals are subjected to State Finance Law §§ 139 (j) and (k), Providing for Additional State Procurement Disclosure. Note further that all bids/proposals must be accompanied by a Contractor Disclosure of Contacts Form, which is available at <http://www.rioc.ny.gov/>. Guidelines on State Finance Law § 139 are available on the Office of General Services website at - www.ogs.ny.gov.

(a.) Summary of Policy and Prohibitions On Procurement Lobbying:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between RIOC and a Bidder during the procurement process. A Bidder is restricted from making contact, from the earliest notice of intent, to solicit offers/bids through final award and approval of the Procurement Contract by RIOC and, if applicable, to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. RIOC employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two

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statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Bidder is disbarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the NYS Office of General Services (OGS) website: <http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>.

Compliance with New York State's State Finance Law Section 139-j, is made part of all solicitation packages in compliance with the lobbying law. Bidders are urged to contact the New York State Office of General Services at (518) 474-5607 or access their website at: <http://www.ogs.ny.gov>.

7. NEW YORK STATE VENDOR FILE REGISTRATION:

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor identification number on the first page of this bid document. Authorized resellers already registered should list the ten-digit vendor id number along with the authorized reseller information. **If the Bidder is not currently registered in the Vendor File**, complete the enclosed OSC Substitute W-9 Form and submit it with your bid. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to RIOC. **RIOC will initiate the vendor registration process** for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from RIOC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management/

8. VENDOR RESPONSIBILITY QUESTIONNAIRE:

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

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9. TAX LAW 5-A AMENDED APRIL 26, 2006

Tax Law Section 5-a, which was added to the Tax Law under Part N of Chapter 60 of the laws of 2004, imposed upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, its Sub-contractors and affiliates of the Sub-contractors are required to register to collect state sales and compensating use tax. Where registration is required, the Contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance ("DTF"). Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Sub-contractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its Sub-contractors are required to register to collect state sales and compensating use tax and Contractors shall certify to DTF that each affiliate and Sub-contractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractors will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220. Contractor certification forms and instructions for completing the forms are attached to this bid. Form No. ST-220-TD shall be filed with the bid. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its Sub-contractor(s), a new Form No. ST-220-TD shall be filed with DTF.

Tax Law Section 5-a applies to all contracts in excess of \$15,000 for the sale of goods or services as defined in Article XI of the State Finance Law and/or tangible personal property or taxable services as defined by the Tax Law. Pursuant to Tax Law Section 5-a, Contractors will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220. Form ST-220-CA shall be filed with the bid and submitted to the procuring covered agency certifying, under penalty of perjury, that the Contractor Certification Form ST-220-TD with the DTF. Contractors must also submit a copy of the certification of authority, if available, for itself and affiliates, and any Sub-contractors and any affiliates of Sub-contractors required to register to collect state sales tax and compensating use tax, if the Certification of Authority are unavailable, the Contractor, affiliate, Sub-contractor or affiliate must represent that it is registered and that it has confirmed such status with the DTF (<http://www.nystax.gov>). Publications 222, Questions and Answers Concerning Tax Law Section 5-a: Form ST-220 Contractor Certification or questions regarding the scope and applicability of Tax Law Section 5-a, should be directed to: Department of Taxation and Finance, Tel: **(518) 485-2889**.

Proposed Contractors should complete and return the certification forms within two (2) business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary

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steps to provide properly certified forms within a timely manner to ensure compliance with the law. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>

10. NEW YORK STATE LAW:

Pursuant to New York State Executive Law Article 15-A, Roosevelt Island Operating Corporation ("RIOC") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of RIOC contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the levels of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises who were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that RIOC establishes goals for maximum feasible participation of New York State certified minority- and women – owned business enterprises ("M/WBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for M/WBEs

For purposes of this solicitation, RIOC hereby establishes an overall goal of 30% for M/WBE participation. A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that RIOC may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBEs can be viewed at: <http://www.esd.ny.gov/M/WBE.html>. For guidance on how RIOC will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and RIOC may withhold payment from the Contractor as liquidated damages.

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

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

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- A. Bidders are required to submit a M/WBE Utilization Plan on Form # _____ with their bid or proposal. Any modifications or changes to the M/WBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to RIOC.
- B. RIOC will review the submitted M/WBE Utilization Plan and advise the Bidder of RIOCs acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting written remedy in response to the notice of a deficiency to ROIC, 591 Main Street, Roosevelt Island, NY 10044, Fax: 212-832-4582. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on Form # _____. 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 Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a M/WBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If RIOC determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE 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.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form # _____ to the ROIC, 591 Main Street, Roosevelt Island, NY 10044, Fax: 212-832-4582, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

Service-Disabled Veteran-Owned-Business Enterprise Program

For purposes of this solicitation, RIOC hereby establishes an overall goal of 0% for SDVOB participation (based on the current availability of qualified SDVOBs). Contractor acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this RFP to utilize small, and minority, and women-owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Contractor 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: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. For guidance on how RIOC will determine a Contractor's "good faith efforts," refer to Executive Law Article 17-B and the applicable regulations at 9 NYCRR §252.2.

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In accordance with 9 NYCRR § 252.2(s), Contractor 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 RIOC may withhold payment from the Contractor as liquidated damages.

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

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a SDVOB Utilization Plan on **Form #_____** with their bid or proposal. Any modifications or changes to the SDVOB Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to RIOC.
- B. RIOC will review the submitted SDVOB Utilization Plan and advise the Bidder of RIOCs acceptance or issue a notice of deficiency within 30 days of receipt.
- C. Upon determination that the Contractor is in breach of contract, as set forth in this Section, RIOC may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual daamges as authorized by regulation 9 NYCRR 252.2(s) 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 service-disabled veteran-owned business enterprise programmatic goals.
- D. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting written remedy in response to the notice of a deficiency to ROIC, 591 Main Street, Roosevelt Island, NY 10044, Fax: 212-832-4582. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of SDVOB participation goals on **Form #_____**. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. RIOC may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a SDVOB Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If RIOC determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any SDVOB identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time 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.

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NOTE: For general information about SDVOB participation in public procurement, please visit <http://www.ogs.ny.gov/Core/SDVOBA/asp>, which provides information about SDVOB certification and guidance for State agencies in making determinations for SDVOBs

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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 Contractor, shall 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.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the RIOC, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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.

11. CLAIMS AND DISPUTE RESOLUTION POLICY:

- (a) The Contractor shall proceed with the Work promptly as instructed or ordered by RIOC. The Contractor shall have no right to suspend all or any part of the Work or refuse to comply with any written instruction, direction or order of RIOC pending resolution of any dispute or for any other reason, provided that RIOC continues to make payments of undisputed amounts as provided in the Contract. Any such suspension or refusal will be a material breach of the Contract. The Contractor may preserve whatever right, if any, the Contractor may have to make claim with respect to any written instruction, order, direction, action or inaction of RIOC or others by giving notice as required by paragraph (b) of this Section 20 and by

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advising RIOC in writing, prior to proceeding with the Work in question, that the Contractor is proceeding under protest.

- (b) The Contractor must give written notice to RIOC of any claim by the Contractor for extension of time, extra compensation, price increase or damages of any sort within five (5) business days after the Contractor first learns of the act, omission, occurrence or circumstance on which the claim is based. The purpose of this notice

is to give RIOC prompt opportunity (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not RIOC is aware of the facts and circumstances that constitute the basis of the Contractor's claim, and no action or conduct of RIOC or any other person will be regarded as a waiver of such notice requirement except only a statement to that effect signed by RIOC. Failure of the Contractor to give written notice as required shall be deemed conclusively to be a waiver and release of any claim, and such notice shall be a condition precedent to the Contractor's right to make any claim arising out of, under or in connection with the Contract or its performance of the Work. Notice pursuant to this paragraph (b) of Section 20 shall be addressed and sent to RIOC in accordance with Section 29 of these General Conditions. Notice of claim given to any person other than RIOC shall not constitute notice to RIOC.

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SECTION I. INTRODUCTION

I.1 STATEMENT OF PURPOSE

The Roosevelt Island Operating Corporation in keeping with the aerial tramway system upgrades seeks to renovate both Roosevelt Island and Manhattan stations providing more efficient service, ADA accessibility, and aesthetic improvements. The scope of work described in the documents (drawings and specifications) applies to the construction of the ADA Compliant Elevators to be installed for the Manhattan tram station. The intent is to execute this project with minimum impact on the Tram's operation.

I.2 SCOPE OF WORK SUMMARY

This Request for Prequalification/Request for Proposal (RFP) is designed to obtain qualified Contractor to install two (2) new ADA Compliant Traction elevators on the Aerial Tramway Station Platform (Manhattan) located at Lot 254 60th Street, New York, New York.

Scope of Work includes but is not limited to the following:

The Contractor shall incorporate the removal, in their entirety, of the hydraulic elevator and one chair lift located at the Manhattan Tram embarkation near East 60th street and 2nd Avenue. The lift is to be demolished and all debris to be the property of the contractor for proper removal. The demolition of the existing elevator will commence only after one or both new elevators are approved and certified for usage.

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

The Contractor shall supply all materials, labor, equipment, insurances, etc., for the design of the elevators as described in the following specifications contained herein.

The intent of this contract is to eliminate both, the chair lift and hydraulic elevator totally and have two (2) fully operational, ADA compliant, traction elevators erected in their location. The two new elevators will be identical in all aspects where possible, considering the "left and right" location and required space.

All of the chair lift components are to be removed in their entirety, including all electrical apparatus and its designated hydraulic system.

The Contractor shall note; all removed parts and fluids, electrical components and controls will be the property of the construction contractor and is responsible for the proper disposal of such.

Note: The Contractor shall direct in their specification that the existing hydraulic is to remain until the first elevator has a NYC Buildings certified operation certificate and is working. No work shall begin on the second elevator until the new elevator replacing the chair lift is completed and in full operation, with NYC certification.

The Contractor shall specify the construction contractor shall be responsible for the continued operation of the hydraulic elevator during construction.

The Contractor shall note ‘After the first new elevator is erected, the contractor shall remove any and all items, including the hydraulic reservoir tank and all the fluid contents including all the piping, pumps, tank heater and properly and legally remove all contaminants. etc. The contractor will also dismantle and remove all electrical items having to do with the second existing elevator, the hydraulic passenger elevator including the relay panel, controller, selector, etc. The project scope shall include but is not limited to the complete removal of the cab, piston, buffers and all accompany items, including the electrical and hydraulic system complete. The contractor is responsible for the proper removal and disposal of all items and fluids.

Both elevators will be constructed in accordance with all standards and codes set forth by New York City and the Safety Code for Elevators and Escalators Standards 17.1. Both new elevators will be ADA compliant.

The intent of this Request for Proposal (RFP) is to request bids from Contractors, qualify them and select the most applicable Contractor for the project.

All N.Y.C. and State Codes including the Elevator Standards 17.00 will be applied in the design of the elevators.

The intent of this Request for Prequalification/Request for Proposal process is to request bids from Contractors, qualify them and select the most applicable Contractor for the project.

I.3 SITE CONDITIONS

The Tram system has been designed so that the cabins operate independent of each other. The general contractor is expected to perform works with minimum disruption to the Tram operation.

- One (1) Cabin should be operational at all times.
- Adequate directional signs, barricades and scaffolding shall be provided to protect boarding and departing passengers as well as pedestrians at all times.
- Two means of egress from operating platforms are required at all times.
- Coordination with the Tram Management at all times during the project.
- 48 hours notification for closure request.
- The existing passenger elevator shall not be utilize for transporting contractor’s employees, materials or equipment.

Special Site Conditions

- The contractor to ensure that access to the Elevator’s Machine room for inspection prior to the installation of the step ladder.
- The contractor to provide and maintain temporary toilet facility for the Tram Staff, during the demolition of the existing elevator.
- At all times the passenger hydraulic elevator must be operational and kept operational by the contractor until the new elevators are completed (constructed) and certified for use.

The General Contractor shall submit with their bid a schedule with both timeline and strategy for performing the work.

I.4 PROJECT DOCUMENTS

a. Drawing List prepared by G. C Engineer, PC dated August 18, 2016:–

DRAWINGS (Dated August 18, 2016)

01 - GENERAL

T-001TITLE SHEET

T-002.....GENERAL NOTES / LIFE SAFETY NOTES / DOB NOTES

02 - ARCHITECTURE

DM-100.....DEMOLITION PLANS

A-050SITE PLAN

A-051LANDSCAPE PLAN AND DETAILS

A-101PHASING PLANS - GROUND & PLATFORM LEVEL PLANS

A-102PHASING PLANS - MACHINE ROOM & ROOF LEVEL PLANS

A-110FLOOR PLAN - GROUND LEVEL

A-111FLOOR PLAN - PLATFORM LEVEL

A-112FLOOR PLAN - MACHINEROOM LEVEL

A-113FLOOR PLAN - ROOF LEVEL

A-120CANOPY PLAN, SECTIONS, ELEVATIONS, RCP

A-130ELEVATOR CAB PLAN, RCP, ELEVATIONS

A-200BUILDING ELEVATIONS - NORTH, EAST

A-201BUILDING ELEVATIONS - SOUTH, WEST

A-210BUILDING SECTIONS

A-300SECTION DETAILS I

A-301SECTION DETAILS II

A-302SECTION DETAILS III

A-311CANOPY DETAILS

A-400PLAN DETAILS

A-401PLAN & MISC DETAILS

A-500REFLECTED CEILING PLANS

03 - STRUCTURAL

S-001GENERAL NOTES & LIST OF DRAWINGS

S-002ELEVATOR FOUNDATION PLAN

S-003FOUNDATION SECTIONS

S-004SECOND FLOOR FRAMING PLAN

S-005MACHINE ROOM LEVEL FRAMING PLAN & SECTIONS

S-006ROOF AND TOP OF PARAPET LEVEL FRAMING PLAN

S-007TYPICAL DETAILS - I

S-008TYPICAL DETAILS - II

S-009TYPICAL DETAILS - III

S-010TYPICAL METAL DECK DETAILS - IV

S-011TYPICAL DETAILS - V

04 - PLUMBING

P-001PLUMBING SYMBOLS, NOTES AND SPECIFICATIONS

P-3011ST, 2ND, ELEVATOR MACHINE ROOM & ROOF LEVEL PLUMBING
PLANS (PHASE 1)

P-3021ST, 2ND, ELEVATOR MACHINE ROOM & ROOF LEVEL PLUMBING
PLANS (PHASE 2)

P-501PLUMBING RISER DIAGRAMS & DETAILS

05 - HVAC

M-001HVAC - SYMBOLS, ABBREVIATIONS, NOTES

M-002HVAC - EQUIPMENT SCHEDULES

M-101HVAC - ELEVATOR MACHINE ROOM & ROOF PLAN

M-501HVAC - DETAILS

06 - FIRE ALARM

FA-301FIRE ALARM - LEGEND, ABBREVIATION, MATRIX, FLOOR PLANS AND RISER DIAGRAM

07 - ELECTRICAL

E-001ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES

E-301GROUND FLOOR ELECTRICAL DEMOLITION PLAN

E-302ELECTRICAL GROUND FLOOR & PLATFORM LEVEL CONDUIT ROUTING PLAN (PHASE 1)

E-303ELECTRICAL GROUND FLOOR & PLATFORM LEVEL CONDUIT ROUTING PLAN (PHASE 2)

E-304ELECTRICAL ELEVATOR PIT & PLATFORM FLOOR POWER PLAN

E-305ELECTRICAL MECHANICAL ROOM & ROOF POWER & CONDUIT ROUTING PLAN

E-306ELECTRICAL LIGHTING PLAN

E-307ELECTRICAL LIGHTING ELEVATION & LIGHTING CONTROL DIAGRAM

E-501ELECTRICAL PANEL SCHEDULE, SINGLE LINE DIAGRAM & LIGHTING FIXTURE SCHEDULE

b. TABLE OF CONTENTS - TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

- 011000 - SUMMARY OF WORK
- 013100 - PROJECT MANAGEMENT AND COORDINATION
- 013200 - CONSTRUCTION PROGRESS DOCUMENTATION
- 013300 - SUBMITTAL PROCEDURES
- 014000 - QUALITY REQUIREMENTS

- 015000 - TEMPORARY FACILITIES AND CONTROLS
- 015350 - SAFETY PROGRAM
- 016000 - PRODUCT REQUIREMENTS
- 017300 - EXECUTION REQUIREMENTS
- 017700 - CLOSEOUT PROCEDURES

DIVISION 02 – SITE WORK

- 020600 - ELEVATOR TOWER DEMOLITION
- 022010 - EARTHWORK
- 024119 - SELECTIVE REMOVALS & DEMOLITION

DIVISION 03 - CONCRETE

- 033000 - CAST-IN-PLACE CONCRETE
- 036100 - GROUTING

DIVISION 05 - METALS

- 051200 - STRUCTURAL STEEL
- 051700 - SUPPORT SYSTEM FOR SUSPENDED CEILINGS
- 053100 - STEEL DECK
- 055000 - METAL FABRICATIONS
- 057000 - ORNAMENTAL METAL
- 057100 - STEEL STAIRS

DIVISION 06 – WOOD AND PLASTICS

- 061000 - ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 071150 - SHEET MEMBRANE WATERPROOFING FOR FOUNDATIONS
- 072600 - INTUMESCENT FIRE-RESISTANT COATING
- 072700 - FIRESTOPPING, SMOKE SEALS
- 074213 - COMPOSITE METAL WALL & CEILING PANELS
- 075010 - CONCRETE DECK WATERPROOFING LIQUID APPLIED SYSTEM

- 075600 - FLUID-APPLIED PROTECTED MEMBRANE ROOFING
- 076000 - FLASHING AND SHEET METAL
- 077200 - ROOF ACCESSORIES
- 079000 - JOINT SEALERS
- 079500 - EXPANSION JOINTS SYSTEMS

DIVISION 08 - OPENINGS

- 081100 - STAINLESS STEEL DOORS AND FRAMES
- 083300 - COILING DOORS, GRILLES AND SHUTTERS
- 087100 - FINISH HARDWARE
- 087300 - THRESHOLDS, WEATHERSTRIPPING AND SEALS
- 089700 - STRUCTURAL GLASS WALLS

DIVISION 09 - FINISHES

- 099000 - PAINTING

DIVISION 10 - SPECIALTIES

- 105000 - TACTILE WARNING SURFACE TILES
- 108113 - BIRD CONTROL DEVICES

DIVISION 14 - CONVEYING EQUIPMENT

- 142000 - ELECTRIC ELEVATORS

DIVISION 22 - PLUMBING

- 220010 - DESCRIPTION OF PLUMBING SYSTEMS
- 220100 - GENERAL PROVISIONS
- 220500 - BASIC MATERIALS AND METHODS
- 220520 - COMMON WORK RESULTS FOR PLUMBING
- 220610 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
- 220760 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
- 221600 - STORM DRAINAGE PIPING
- 221650 - STORM DRAINAGE PIPING SPECIALTIES
- 224460 - SUMP PUMPS

DIVISION 23 - HVAC

- 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
- 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 230518 - ESCUTCHEONS FOR HVAC PIPING
- 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 230548 - VIBRATION AND SEISMIC CONTROLS FOR HVAC
- 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
- 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 230719 - HVAC PIPING INSULATION
- 232300 - REFRIGERANT PIPING
- 233423 - POWER VENTILATORS
- 238126 - SPLIT-SYSTEM AIR-CONDITIONERS
- 238313 - SNOW MELTING ELECTRIC HEATING CABLES

DIVISION 26 - ELECTRICAL

- 260010 - GENERAL DESCRIPTIONS FOR ELECTRICAL WORK
- 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
- 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 262416 - PANELBOARDS
- 262726 - WIRING DEVICES
- 262813 - FUSES
- 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS
- 263600 - TRANSFER SWITCHES
- 265000 - INTERIOR AND EXTERIOR LIGHTING
- 283112 - FIRE-ALARM SYSTEM

I.5 INQUIRIES/ISSUING OFFICE

All inquiries concerning this RFP must be addressed to:

Mr. Rudolph Rajaballey
Purchasing Manager
Roosevelt Island Operating Corporation
591 Main Street
Roosevelt Island, NY 10044
Rudolph.Rajaballey@rioc.ny.gov

All questions should be submitted in writing, citing the particular proposal section and paragraph number. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal Addendum which will be annexed to and subsequently included in the bids, and become part of the ensuing contract. Any verbal information obtained from or statements made by representatives of RIOC will not be construed as in any way amending the Contract Documents. Only such bid Addenda as are issued in writing to all Contractors shall become a part of the contract. Contractors are required to return the signed Addendum receipts along with the completed Bid Proposal.

I.6 KEY EVENTS/DATES

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFQ/RFP Release	9/30/2016	
Pre-Bid Meeting & Walk through	10/12/2016	11:00 A.M.
Closing Date for Requests for Information	10/21/2016	4:00 P.M.
Submission of Proposal/Bid	11/15/2016	3:00 P.M.
Estimated Contract Award	March 1, 2017	
Project Duration	365 calendar days	

I.7 DEFINITIONS

“Addenda or Addendum” shall refer to revisions to the request for proposal during the bidding period, reviews of the drawings and specifications by prime bidders, sub-bidders, and material suppliers inevitably reveal items that must be clarified, corrected, or explained. Sometimes the RIOC or architect will initiate revisions in the bidding documents in response to changes in circumstances or requirements. Written addenda, including drawings or other graphic documents issued before execution of the contract, modify or interpret the bidding documents. Addenda become part of the contract documents when they are first issued; they are sent to all those who have received bidding documents. Addenda issued after bids are received are intended only for the selected bidder and may result in changes to the proposed contract price.

“Cost Proposal” shall refer to the bidder’s completed Bid form signed by the firm’s designated representative and bears the company’s seal.

“Letter of Intent” (LOI) shall refer to a letter provided by RIOC to the successful evaluated contractor to move forward immediately with securing documentation to assist in executing a formal agreement. A written letter of intent may be used to give the successful contractor in securing Performance and Payments Bonds from Surety Companies.

“Prequalification Proposal” shall refer to the Technical submission of the Bidders information; Firm’s Background; Qualifications; Organization structure, personnel and experience; firm’s Financial information; Current and previous projects; Surety Letter; and any other items deemed necessary to explain your proposals. (See Sect. I.6)

“Proof of Bonding Capacity” shall refer to a letter from your Surety company (A+ rating); outlining your firm’s aggregate and available bonding.

“Prevailing Wage Rate” as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Prevailing wage requirements for this RFP are contained herein. Contracts awarded for projects in **excess of \$50,000.00** will require the contractor to submit a certified payroll with each of their invoices.

“Request for Proposal (RFP)” shall refer to this proposal and the resultant submission of a contractor’s bid for performance and later, the awarded contracts.

I.8 QUALIFICATIONS OF PROSPECTIVE BIDDERS

a. Experience Requirements

1.0 The bidder shall include a detailed description of their qualifications and previous experience (See **Attachment 3**, Schedule “C”, Paragraph 4). Provide descriptions of pertinent project experience with other public municipalities and private sector that include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, and the period over which the work was completed. Give a brief statement of the Contractor’s adherence to the schedule and budget for the project.

If the bidder will be offering certain elements of the project through one or more Sub-contractors, sufficient information and data with respect to each Sub-contractor must be provided to demonstrate that each has the requisite experience to perform the function assigned by the bidder.

2.0 Background of the organization showing products, technologies, professional strengths and abilities, total number of years in business, years supplying contracting services, general scope of services provided, and number of employees.

2.1 Complete information on all company principals and their experience in these technologies.

2.2 Provide statement whether the bidder or any corporation or other entity which has a direct or indirect controlling interest in or is controlled by the bidder or any subsidiary corporation or other entity has:

- Filed for bankruptcy (dissolution or reorganization) within the past five (5) years.
- Been suspended or barred from bidding on government (federal, state or local) contracts.
- Been subjected to any federal, state, or local audits.
- Had any contracts relevant to the work requested in this RFP terminated either voluntarily or involuntarily within the past five (5) years?

2.3 Listing of most relevant completed projects that are similar in type, size, scale, or complexity to the project as outlined in this RFP in which the bidder has been involved with in the past five (5) years identifying at a minimum – *Project Name – Cost of Work Completed – Type of Work – Commencement Date – Completion Date – Client/Owner – Client/Owner Address – and Contact Telephone Number.*

2.4 References for most relevant completed projects, including company name, address, contact name and title, phone number, email address, and description of the service provided. Each reference shall include a descriptive project summary, financial structure, and role of firm/principal in project (please see **Attachment Number 6** “Reference Form”).

2.5 For each project, the total capital and annual operating costs, time between project milestones, marketing and sales performance, role of Firm principals in the project, quality of service characteristics, and explanation of any regulatory issues that required resolution.

b. Personnel Requirements

1. The bidder shall show that it has available, under its direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this specification.
2. The bidder shall demonstrate that it has maintained an organization in continuous operation for at least the past ten (10) years that is capable of performing the work hereinafter described. If less than ten (10) years, state how long it has been in operation for.
3. The bidder shall use only skilled, competent and trained personnel.

c. Financial Qualifications

1. Bidders are required to complete and submit **Attachment Number 3** “Schedule C, Paragraph 3” and provide a narrative description of the firm’s financial condition and willingness to undertake and complete the project as proposed and to furnish services in accordance with this RFP. Include all required sources of funding for this project.

2. Copies of operating budgets and audited financial statements for the past three (3) years. If the bidder has not been in business for the past three (3) years, please confirm commencement date of doing business and provide audited financial statements for the years it has been in operation.
3. Two (2) bank references with corresponding contact names, addresses, phone numbers and email addresses.
4. Any other information not specifically requested above that the bidder believes to be demonstrative of its financial capacity.

I.9 INSTRUCTIONS TO BIDDERS

1. A Pre-Bid Meeting and site visit will be held on **Wednesday October 12, 2016 at 11:00 a.m.** at the office of the Engineering Department located at 576 Main Street, Roosevelt Island, NY 10044; followed by a visit to the project site, Tram Station Manhattan, 254 East 60th Street, New York, NY.
2. Bidder's written Requests for Information (RFIs) must be sent via e-mail to Rudolph Rajaballey at Rudolph.Rajaballey@rioc.ny.gov. RIOC will not be held responsible for any oral inquiries. Include the RFP Number and Project Number and Project Title in the subject line. **Final date to submit RFIs will be Monday, October 21, 2016 by 4:00 p.m.**
3. Site inspections before or after the formal pre-bid meeting can be arranged by contacting Rudolph Rajaballey at 212-832-4540 ext 347.
4. Bidders are advised that Roosevelt Island Operating Corporation (RIOC) is a State Agency and is EXEMPT from Sales and other taxes imposed by Local, State and Federal Law. RIOC's Employer ID Number is **13-3317974**.
5. All bid forms must be completed with costs and signed by an authorized person of the firm.
6. Prices quoted in the Bid shall be guaranteed for a period of one hundred and twenty (120) days after the Bid due date herein specified. No Bid Bond is required but failure to honor a quotation will result in disqualification from future bidding with RIOC.
7. All RIOC projects are "prevailing wage". Contracts awarded will require the contractor and their subcontractors to submit a certified payroll with each of their invoices. If your firm is a participant of the NYS/NYC Department of Labor Apprenticeship programs, kindly provide the relevant documentation to support your proposal.
8. Bidders are required to include a proposed schedule start date and completion date (see Schedule A1, Progress Schedule). The bidder's proposed schedule start and completion dates will be considered when evaluating bids prior to award. **When RIOC enters into contract with the successful bidder, the proposed dates will be reviewed and adjusted. The agreed upon dates will become the "contract time for the completion of the work".**

Failure to complete the project on time, as per Sections 5 and 6 of the Contract, may result in Liquidated Damages; this requirement will be listed in the Contract under ‘Scope of Work’ and ‘Additional Terms’.

9. Liquidated damages will be calculated at **\$750.00 per calendar days**.

10. **Submission:** Your submission shall consist of two proposals **‘Prequalification’** and **‘Cost’**. **The “Cost” proposal MUST be submitted in a sealed envelope within your bid submission.** Our criteria for selection will be based on the following:

The proposals will be assessed out of a total of 150 points; 100 points for prequalification and 50 points for Cost. Bidders **must achieve a minimum of 75 points** on their prequalification proposal in order for their cost proposal to be reviewed.

Bids will be evaluated on **Prequalification proposals** will be evaluated on:

- | | |
|---|-------------------|
| A. Capabilities and resources of bidders to perform the particular work satisfactorily experience and performance on similar projects | 40 points |
| B. Capabilities with respect to personnel, equipment and construction facilities | 25 points |
| C. Firm’s financial position. | 25 points |
| D. Proof of bonding Capacity | 10 points |
| | 100 points |

Prequalification - Total

Cost proposals will be evaluated on:

- | | |
|---|-----------|
| Cost of work as specified in the completed Bid Form signed and bearing Company’s seal | 40 points |
| * Work schedule [using start date of March 1, 2016] | 10 points |

Cost - Total 50 points

11. The duration of the project is three hundred and sixty-five (365) calendar days.

12. **This is a bonded project.** Upon written notification to successful bidder, bidder must deliver to Roosevelt Island Operating Corp. **an original Payment & Performance Bond for the full value of work** as described in the “Letter of Intent” (LOI), no more than 14 calendar days from the date of the LOI.

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

14. Prospective Bidders shall examine the Bidding Documents carefully and shall make a written request to RIOC (as per Section I.3) for an interpretation or correction of any ambiguity,

inconsistency or error therein which should be discovered by a reasonably prudent bidder. Any such interpretation, correction or additional provisions that RIOC may decide to include in or delete from any Bidding Document shall be issued in writing as an Addendum. This Addendum will be sent by e-mail or fax to each organization recorded as having received a copy of the Bidding Documents. Bidders will not rely on oral statements from representatives of RIOC, the Owner's Representative, the Owner's Engineer or others.

15. The successful bidder will be required to complete a "Schedule C" (See Attachment Number 3) within seven (7) calendar days from the date of notification. Attach to this statement a certified financial statement of the Entity showing assets and liabilities including contingent liabilities, income and expenditures, fully itemized in acceptance with generally accepted accounting principles. Publicly owned companies shall also submit the latest stockholders report. If the date of the certified financial statement or stockholders report precedes the date of this submission by more than six months, also attach a certified interim balance sheet reflective of the financial status of the Entity as of the end of the most recent quarter.

16. The successful bidder will be required to execute a **ROOSEVELT ISLAND OPERATING CORPORATION STANDARD FORM CONTRACT FOR CONSTRUCTION**. Sample contract is attached (**Attachment Number 2**) and should be carefully reviewed prior to bid.

17. The successful Contractor and their Sub-Contractors are to provide RIOC with a government approved Photo Identification (ID) for each person employed to work on this project prior to its commencement. ID's must be Quad-state ID's {New Jersey, New York, Connecticut and Pennsylvania} or Federal issued ID.

18. RIOC reserves the right to cancel or suspend, change, modify, alter and re-evaluate the overall scope of work as necessary without any obligation or liability on the part of the owner. RIOC reserves the right to make no award and no bidder shall have recourse against RIOC for any costs associated with bidding.

19. Scope, phasing and progression of work will be determined by RIOC prior to commencement of work.

20. Bidders are required to complete and submit a M/WBE Utilization Plan. Only firms certified by the Empire State Development Corporation (ESDC) can be used to meet M/WBE good faith efforts participation goals on this contract. The use of non-certified firms that have submitted applications for certification, but are not approved prior to completion of this contract, are not acceptable for goal attainments. RIOC will review the submitted Utilization Plan and advise the Contractor of RIOCs acceptance. Contractor shall respond to the notice of any deficiency within seven (7) business days of receipt by submitting to RIOC, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by RIOC to be inadequate, RIOC shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on the Request for Waiver form (Attachment No. 14). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. RIOC will notify the Contractor of its response within ten (10) days of Contract Award.

21. The selected Contractor will be required to submit a monthly M/WBE Contractor Compliance & Payment Report to RIOC by the 10th day of each month over the term of the contract documenting the operation and implementation of the approved Utilization Plan as well as the progress made towards achievement of the M/WBE goals of the Contract. Report should be mailed to: RIOC, Attention Mr. Rudolph Rajaballey, 591 Main Street, Roosevelt Island, NY 10044 or sent via facsimile: 212-832-4582 to the attention of Mr. Rudolph Rajaballey.

22. The contractor is required perform and maintain work in accordance with “Section 22: Materials and workmanship” of RIOC Standard Contract.

Note: Any Prospective Bidder failing to submit in whole or in part, adequate justification attesting to its qualifications under Section I.6, may result in a rejection of the bid of that prospective Bidder.

SECTION II. TECHNICAL REQUIREMENTS

II.1 EXAMINATION OF EXISTING BUILDING AND CONTRACT DOCUMENTS

1. Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work (at the time of the project definition) and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

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

II.2 GENERAL REQUIREMENTS

1. Prospective bidders should note that the Appendix A – RIOC Contract and Appendix B - Specifications, apply to this RFP.

2. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate and prompt action.

3. No illegal drug use of any type or alcoholic beverages by the Contractor or its personnel will be permitted on the premises.

4. RIOCs interpretation of Specifications shall be final and binding upon the Contractor.

5. Should it appear that there is a real or apparent discrepancy between different sections of this RFP and/or the project definition specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Contractor has based its bid on the more expensive manner. Final decision will rest with RIOC.

6. INSPECTION - the quality of service will be subject to inspection by RIOC at any time. Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, RIOC may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to RIOC for costs incurred on account thereof.

7. RIOC reserves the right to reject and bar from the site any employee hired by the Contractor.

III.3 STATEMENT OF WORK (Refer to Section VI, Schedule A1)

OVERTIME

During the term of the contract, RIOC may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where RIOC has made a determination that such action is in the overall best interest of the project. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the NY State prevailing wage rate schedules or applicable Living Wage rate, and RIOC will reimburse Contractor for the difference between the regular hourly rate and the overtime-hourly rate.

CONTRACTOR CLOSE-OUT INSPECTION

Sixty (60) days prior to the expiration of the contract, the Contractor and RIOC will make a complete examination of all Work specified in the contract. The Contractor shall coordinate and schedule the examination with RIOC. RIOC and the Contractor will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the contract.

SECTION III. SPECIAL TERMS AND CONDITIONS

III.1 NYS DEPARTMENT OF LABOR PREVAILING WAGE RATES

Prevailing Wage Rate, as part of the requirements of Article 8 and Article 9 of the New York State Labor Law, requires public work Contractors and Sub-Contractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Work being bid is subject to the Prevailing Wage Rate provisions of New York State Labor Law Article 8 (see "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, RIOC General Specifications). Any

Federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid. Please note: **Contractors are required to be familiar with the applicable Living Wage rate requirements throughout the state and to pay its employees accordingly.**

III.2 ADMINISTRATIVE REQUIREMENTS

Contract Meetings:

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

III.3 PROCUREMENT INSTRUCTIONS

- A. RIOC will utilize the services of the lowest evaluated bidder.
- B. Contractors who wish to bid on the project definition shall meet the mandatory site visit requirement.**
- C. Contractor shall develop a bid and submit it to RIOC by the appropriate date.
- D. RIOC will issue encumbrance documents or other written orders that are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown on the signature page.

III.4 PRICE STABILITY

If for any reason, during the term of the contract, the vendor reduces the pricing for similar services to a similarly situated entity, RIOC shall receive an equivalent reduction in pricing for the services or products delivered to RIOC.

III.5 EXTRANEIOUS TERMS

Any deviation from the terms and conditions of this RFP will not be considered unless specifically referred to in a separate letter submitted with the bid and titled "Extraneous Terms". All extraneous terms submitted will be reviewed and negotiated with RIOC as appropriate.

III.6 ADHERENCE TO LAWS AND REGULATIONS

The selected winning bidder agrees to comply with all applicable Federal, State and Local laws.

SECTION IV. ADMINISTRATIVE

IV.1 EVALUATION CRITERIA

Submission: Your submission shall consist of two proposals 'Prequalification' and 'Cost'. **The "Cost" proposal and accompanying schedule (as noted below) MUST be placed in a separate, sealed envelope within your bid submission.**

Our criteria for selection will be based on the following:

The proposals will be assessed out of a total of 150 points; 100 points for prequalification and 50 points for Cost. Bidders must achieve a minimum of 75 points on their prequalification proposal in order for their cost proposal to be reviewed.

Bids will be evaluated on **Prequalification proposals** will be evaluated on:

- | | |
|---|-------------------|
| 1. Capabilities and resources of bidders to perform the particular work satisfactorily experience and performance on similar projects | 40 points |
| 2. Capabilities with respect to personnel, equipment and construction facilities | 25 points |
| 3. Firm's financial position. | 25 points |
| 4. Proof of bonding Capacity | 10 points |
| Prequalification - Total | 100 points |

Minority Sub-Contracting Goal: 30%; Certified M/WBE general contractors and the use of Certified M/WBE subcontractors will be viewed favorably when evaluating bids. Bidders should indicate the percentage of the total contract price assignable to M/WBEs.

Cost proposals will be evaluated on:

- | | |
|---|------------------|
| Cost of work as specified in the completed Bid Form signed and bearing Company's seal | 40 points |
| * Work schedule [using start date of March 1, 2016] | 10 points |
| Cost - Total | 50 points |

RIOC is a New York State entity and wishes to maximize participation of Certified Minority and Women Owned Business Enterprises (M/WBE). Certified M/WBE Consultants and the use of Certified M/WBE subcontractors will be viewed favorably when evaluating bids. Bidders are required to complete and submit the M/WBE Utilization Plan (**Attachment No. 14**) as stated in **Section I.7, Item 20**. Bidders should indicate the percentage of the total contract price assignable to M/WBEs. M/WBE consultants should provide a copy of their current M/WBE certification from ESD. Only firms certified by the Empire State Development Corporation (ESDC) can be used to meet M/WBE good faith efforts participation goals on this contract.

All proposals will be received with the understanding that the acceptance in writing by RIOC will constitute a contract between the Bidder and RIOC. All proposals and accompanying documentation in written and electronic format will become the property of the State of New York and will not be returned. The successful bidder's proposal and a copy of the Specification will be made part of the contract. Therefore, an official authorized to commit the company to a contract shall sign the proposal.

FACSIMILE AND ELECTRONIC PROPOSALS OR BID RESPONSES WILL NOT BE ACCEPTED FOR THIS BID OPENING.

Detailed information on content of proposals and specific guidelines for the format is found in **Section V, PROPOSAL CONTENT AND FORMAT**.

IV.2 SUBMISSION OF SEALED PROPOSALS

Complete proposals are to be packaged, sealed and submitted to RIOC at the site stated in **Section I.3**. The date and time are shown in **Section I.4**. A list of the vendors that submitted proposals is available upon request. All bids shall have a label on the outside of the box or package itemizing the following information:

BID ENCLOSED (preferably bold, large print, all capital letters)

- Bid number
- Bid submission date and time

SECTION V. BID PROPOSAL FORMAT AND CONTENT

FORMAT AND CONTENT OF BID SUBMITTAL

Bidder shall supply **THREE (3) COMPLETE ORIGINAL** bid packages and a copy on CD and must include all items listed below using the following format for their bid submission. Bids are to be submitted in binders with each item listed below as a separate section marked with index tabs as section dividers.

V.1. OVERVIEW

The rules established for proposal content and format will be rigidly enforced. Variations from the rules prescribed herein may subject the bidder to outright disqualification. It is in the best

interests of the bidder to become familiar with the constraints imposed on its proposal so that the evaluation process can proceed in a timely manner. RIOC prefers that the bids not be hand written, but this is not mandatory as long as the bidder uses ink or an indelible pen.

V.2 SUBMISSION OF SEALED PROPOSALS

Proposals shall be in sealed packages and submitted so as to be received at the time and date specified in the Key Events/Dates **Section I.4**.

V.3 GENERAL PROPOSAL APPEARANCE

1. BINDING OF THE PROPOSALS

The official name of the firm submitting the proposal shall appear on the outside front cover of each binder.

2. TABLE OF CONTENTS

Each proposal shall incorporate a Table of Contents that shall follow the outline in paragraph V.4 below. It is through this Table of Contents that RIOC will evaluate conformance to uniform proposal content and format.

3. INDEX TABS

It is mandatory that each proposal **MUST** have each major section (Section I, Section II, etc.) of the proposal identified with index tabs to identify each major section of the proposal as they are listed in the Table of Contents.

4. PAGE NUMBERING

Each proposal shall be numbered consecutively from the beginning of the proposal, Executive Summary, through all appended material.

V.4 GENERAL PROPOSAL CONTENT

The RFP submitted by the Contractor shall include, but is not necessarily limited to, the items of information requested below. Prospective Contractors are advised that since the bid is judged on its technical merit as well as price, it is in the Contractor's own interest to provide a complete and detailed proposal. Each proposal shall follow the format outlined in **Sections V.3.1 through V.3.4**. Each item numbered below shall form a separate section as outlined in **Section V.3.3** and shall be referenced in the Table of Contents for easy reference. The Contractor shall submit with its bid:

1. **Title Page:** It should include the name, address and phone number of the Contractor, including contact person and name(s) of the person(s) who prepared the proposal.
2. **Table of Contents**
3. **Executive Summary:** Requires a brief description and history of the company and a history of the company's involvement in projects of this nature.
4. **Qualifications Description:** Describe how the company meets the qualifications outlined in **Section I.6** of this proposal. Include resumes of technicians where appropriate.

5. Organization and Staffing:

a. Provide a profile of the Contractor’s firm including information on whether the company is local, regional or national in coverage. Identify each office location within the state maintained by Contractor. This section shall indicate the length of time in business. Include an organizational chart utilized.

b. Include resumes of all key personnel (including Sub-Contractors or Sub-Consultants). Identify the project manager who will be responsible for communicating with RIOC. If more than one, identify all project managers.

c. Provide a management plan that identifies and describes the following items:

1. How will the effort be planned, directed and controlled.

2. Arrangements for, and coordination of, any Sub-Contractors, consultants, team arrangements or joint ventures.

3. How personnel will be phased into the effort.

4. The anticipated relationship of RIOC’s management and staff with the Contractor including an explanation of what RIOC may be utilized to do and how overall coordination between RIOC and the Contractor will occur.

6. Experience: Describe company’s experience with demolition and renovations.

7. Miscellaneous: Under this section, the proposal should include:

1. Completed cost proposal form (create your own format), Signature Page (with address, Fed. ID No., etc.).

2. Acknowledgment Form which is notarized.

3. Completed MacBride Fair Employment Principles form.

4. Completed M/WBE Contractor’s Utilization Plan; (please see **Attachment No. 13**).

8. References: Submit at least five (5) references where similar work was performed indicating reference contact name, title, address, email and phone number (please see **Attachment No. 6** “Reference Form”).

V.5 COST AND CONTRACT SUBMITTAL

The Contractor shall submit all cost information requested on the bid proposal form along with any conditions or clarifications supplied by the Contractor.

COST PROPOSAL FORM

BID FORM
Construction of 2 New Elevators for Manhattan Tram Station
RFP # 16-32080

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
DIVISION 01 - GENERAL CONDITIONS					
	Mobilization				
	Phasing				
	Bonds				
	Insurance				
E	Project Management				
DIVISION 02 - SITE WORK					
A	Miscellaneous fencing, barricades and protection				
B	Scaffolding				
	Excavation				
	Tree removal and Planter work				
	Removal & Reinstallation of Wrought Iron Fence				
	New Wrought Iron Gate and Fence				
	Miscellaneous Landscape Work				
	Removal & Reinstallation of Existing Pavers				
	SELECTIVE REMOVALS & DEMOLITION				
	Remove existing elevator cab and concrete structure and back fill.				
	Remove existing elevator machine room equipment, piping, and wiring.				
	Remove and reinstall existing chair lift.				
	Miscellaneous Demolition				
DIVISION 03 - CONCRETE					
	Patch and repair floor, walls, etc., at existing station				
	Concrete work on machine room and roof level				

	Concrete work in pit/foundation work				
	Equipment pad				
	Concrete work in walkway and bridge				
	Wrought Iron Fence Footing				
	Miscellaneous concrete work				
	Grouting				
DIVISION 04 - MASONRY					
	Misc. Existing Station Repairs				
DIVISION 05 - METALS					
	STRUCTURAL STEEL				
	Steel framing				
	Misc. supports and attachments				
	Metal Deck				
	MISC METAL WORK				
	Handrails				
	Ships ladder				
	Pit ladders				
	Hangers, brackets and supports				
	New gutter and leader through shaft)				
	Miscellaneous Stainless Steel Work				
DIVISION 06 - WOOD AND PLASTIC					
	ROUGH CARPENTRY:				
	Misc. rough carpentry				
	FINISH CARPENTRY:				
	Misc. finish carpentry				
DIVISION 07 - THERMAL AND MOISTURE PROTECTION					
	Foundation Waterproofing				
	Membrane Roofing with Insulation				
	Traffic Membrane				
	Coping with Flashing				
	Misc. Joint Sealants				
	Fireproofing				
	Firestopping				
	Roof Accessories				
DIVISION 08 - OPENINGS					

	New rollup shutters				
	Stainless Steel Door, Frame & HW				
	Stainless Steel Louvers				
	Miscellaneous hardware				
	Structural Glass Wall				
	Structural Glass canopy incl. support				
	Structural Glass wind shield				
DIVISION 09 - FINISHES					
	Composite Metal Panel Wall, Ceiling & Column Closure				
	Miscellaneous Repairs at Each Floor				
	Glass Railing incl. support				
	Paint				
DIVISION 10 - SPECIALTIES					
	Tactile Warning Surface				
	Bird Control Devices				
DIVISION 14 - CONVEYING SYSTEMS					
	Elevator system incl. cab, motor, controller, etc.				
DIVISION 15 - PLUMBING					
	Sump Pump and Connection				
	Roof Drain System and Connection				
	Ground and Under Ground Drain System and Connection				
	Miscellaneous Plumbing				
DIVISION 15 - HVAC					
	Split System A/C				
	Exhaust Fan				
	Miscellaneous Hangers, Insulation and Other Work				
	Testing & Balancing				
	Snow Melting Cable System				
DIVISION 16 - ELECTRICAL					
	Miscellaneous Demolition				
	Transfer switch to Power				
	Lighting and branch wiring - General				

	Lighting and branch wiring - Canopy, Elevator cabs				
	Miscellaneous electrical at Machine room and roof				
	New Panels				
	Feeders (Multiple Total)				
DIVISION 16 - FIRE ALARM					
	Feeder				
	Devices				
TOTAL					

SUBMITTED BY:

Business Name & Address

Telephone #

Fax#

E-Mail -

Signature _____

Date _____

Title _____

Corporate Seal (If Applicable)

PROPOSAL CHECKLIST

CONTRACT TITLE:

REQUEST FOR PROPOSAL (RFP) NUMBER:

(PROPOSAL SHALL FOLLOW FORMAT GUIDELINES STATED IN SECTION V)

- Completed Request for Proposal Form
- M/WBE Utilization Plan or Waiver (where applicable)
- Bid Proposal
- Three (3) copies
- Schedule C
- Insurance
- Resume
- ST-220 Contractor Certification
- Contractor Disclosure of Contacts Form 139K
- Reference Form (To be use for each project; ensure Contact information is clearly completed)
- Addenda
- EO127
- RIOC Certification
- CD
- “Non-Collusive Proposal Certificate,” the “Non-Collusive Affidavit” and the “Acknowledgment by Proposer.”
- Encouraging New York State Business

ATTACHMENT NO. 1
PROJECT DOCUMENTS LIST

Below is a listing of the drawings and specifications that were prepared by **G. C Engineering, P.C.** associated with this project.

DRAWINGS (Dated August 18, 2016)

01 - GENERAL

T-001TITLE SHEET

T-002.....GENERAL NOTES / LIFE SAFETY NOTES / DOB NOTES

02 - ARCHITECTURE

DM-100.....DEMOLITION PLANS

A-050SITE PLAN

A-051LANDSCAPE PLAN AND DETAILS

A-101PHASING PLANS - GROUND & PLATFORM LEVEL PLANS

A-102PHASING PLANS - MACHINE ROOM & ROOF LEVEL PLANS

A-110FLOOR PLAN - GROUND LEVEL

A-111FLOOR PLAN - PLATFORM LEVEL

A-112FLOOR PLAN - MACHINEROOM LEVEL

A-113FLOOR PLAN - ROOF LEVEL

A-120CANOPY PLAN, SECTIONS, ELEVATIONS, RCP

A-130ELEVATOR CAB PLAN, RCP, ELEVATIONS

A-200BUILDING ELEVATIONS - NORTH, EAST

A-201BUILDING ELEVATIONS - SOUTH, WEST

A-210BUILDING SECTIONS

A-300SECTION DETAILS I

A-301SECTION DETAILS II

A-302SECTION DETAILS III

A-311CANOPY DETAILS

- A-400PLAN DETAILS
- A-401PLAN & MISC DETAILS
- A-500REFLECTED CEILING PLANS

03 - STRUCTURAL

- S-001GENERAL NOTES & LIST OF DRAWINGS
- S-002ELEVATOR FOUNDATION PLAN
- S-003FOUNDATION SECTIONS
- S-004SECOND FLOOR FRAMING PLAN
- S-005MACHINE ROOM LEVEL FRAMING PLAN & SECTIONS
- S-006ROOF AND TOP OF PARAPET LEVEL FRAMING PLAN
- S-007TYPICAL DETAILS - I
- S-008TYPICAL DETAILS - II
- S-009TYPICAL DETAILS - III
- S-010TYPICAL METAL DECK DETAILS - IV
- S-011TYPICAL DETAILS - V

04 - PLUMBING

- P-001PLUMBING SYMBOLS, NOTES AND SPECIFICATIONS
- P-3011ST, 2ND, ELEVATOR MACHINE ROOM & ROOF LEVEL PLUMBING PLANS (PHASE 1)
- P-3021ST, 2ND, ELEVATOR MACHINE ROOM & ROOF LEVEL PLUMBING PLANS (PHASE 2)
- P-501PLUMBING RISER DIAGRAMS & DETAILS

05 - HVAC

- M-001HVAC - SYMBOLS, ABBREVIATIONS, NOTES
- M-002HVAC - EQUIPMENT SCHEDULES
- M-101HVAC - ELEVATOR MACHINE ROOM & ROOF PLAN

M-501.....HVAC - DETAILS

06 - FIRE ALARM

FA-301FIRE ALARM - LEGEND, ABBREVIATION, MATRIX, FLOOR PLANS AND RISER DIAGRAM

07 - ELECTRICAL

E-001.....ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES

E-301.....GROUND FLOOR ELECTRICAL DEMOLITION PLAN

E-302.....ELECTRICAL GROUND FLOOR & PLATFORM LEVEL CONDUIT ROUTING PLAN (PHASE 1)

E-303.....ELECTRICAL GROUND FLOOR & PLATFORM LEVEL CONDUIT ROUTING PLAN (PHASE 2)

E-304.....ELECTRICAL ELEVATOR PIT & PLATFORM FLOOR POWER PLAN

E-305.....ELECTRICAL MECHANICAL ROOM & ROOF POWER & CONDUIT ROUTING PLAN

E-306.....ELECTRICAL LIGHTING PLAN

E-307.....ELECTRICAL LIGHTING ELEVATION & LIGHTING CONTROL DIAGRAM

E-501.....ELECTRICAL PANEL SCHEDULE, SINGLE LINE DIAGRAM & LIGHTING FIXTURE SCHEDULE

b. TABLE OF CONTENTS - TECHNICAL SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

- 011000 - SUMMARY OF WORK
- 013100 - PROJECT MANAGEMENT AND COORDINATION
- 013200 - CONSTRUCTION PROGRESS DOCUMENTATION
- 013300 - SUBMITTAL PROCEDURES

- 014000 - QUALITY REQUIREMENTS
- 015000 - TEMPORARY FACILITIES AND CONTROLS
- 015350 - SAFETY PROGRAM
- 016000 - PRODUCT REQUIREMENTS
- 017300 - EXECUTION REQUIREMENTS
- 017700 - CLOSEOUT PROCEDURES

DIVISION 02 – SITE WORK

- 020600 - ELEVATOR TOWER DEMOLITION
- 022010 - EARTHWORK
- 024119 - SELECTIVE REMOVALS & DEMOLITION

DIVISION 03 - CONCRETE

- 033000 - CAST-IN-PLACE CONCRETE
- 036100 - GROUTING

DIVISION 05 - METALS

- 051200 - STRUCTURAL STEEL
- 051700 - SUPPORT SYSTEM FOR SUSPENDED CEILINGS
- 053100 - STEEL DECK
- 055000 - METAL FABRICATIONS
- 057000 - ORNAMENTAL METAL
- 057100 - STEEL STAIRS

DIVISION 06 – WOOD AND PLASTICS

- 061000 - ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 071150 - SHEET MEMBRANE WATERPROOFING FOR FOUNDATIONS
- 072600 - INTUMESCENT FIRE-RESISTANT COATING
- 072700 - FIRESTOPPING, SMOKE SEALS

- 074213 - COMPOSITE METAL WALL & CEILING PANELS
- 075010 - CONCRETE DECK WATERPROOFING LIQUID APPLIED SYSTEM
- 075600 - FLUID-APPLIED PROTECTED MEMBRANE ROOFING
- 076000 - FLASHING AND SHEET METAL
- 077200 - ROOF ACCESSORIES
- 079000 - JOINT SEALERS
- 079500 - EXPANSION JOINTS SYSTEMS

DIVISION 08 - OPENINGS

- 081100 - STAINLESS STEEL DOORS AND FRAMES
- 083300 - COILING DOORS, GRILLES AND SHUTTERS
- 087100 - FINISH HARDWARE
- 087300 - THRESHOLDS, WEATHERSTRIPPING AND SEALS
- 089700 - STRUCTURAL GLASS WALLS

DIVISION 09 - FINISHES

- 099000 - PAINTING

DIVISION 10 - SPECIALTIES

- 105000 - TACTILE WARNING SURFACE TILES
- 108113 - BIRD CONTROL DEVICES

DIVISION 14 - CONVEYING EQUIPMENT

- 142000 - ELECTRIC ELEVATORS

DIVISION 22 - PLUMBING

- 220010 - DESCRIPTION OF PLUMBING SYSTEMS
- 220100 - GENERAL PROVISIONS
- 220500 - BASIC MATERIALS AND METHODS
- 220520 - COMMON WORK RESULTS FOR PLUMBING
- 220610 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
- 220760 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
- 221600 - STORM DRAINAGE PIPING

- 221650 - STORM DRAINAGE PIPING SPECIALTIES
- 224460 - SUMP PUMPS

DIVISION 23 - HVAC

- 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
- 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 230518 - ESCUTCHEONS FOR HVAC PIPING
- 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 230548 - VIBRATION AND SEISMIC CONTROLS FOR HVAC
- 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
- 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 230719 - HVAC PIPING INSULATION
- 232300 - REFRIGERANT PIPING
- 233423 - POWER VENTILATORS
- 238126 - SPLIT-SYSTEM AIR-CONDITIONERS
- 238313 - SNOW MELTING ELECTRIC HEATING CABLES

DIVISION 26 - ELECTRICAL

- 260010 - GENERAL DESCRIPTIONS FOR ELECTRICAL WORK
- 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
- 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
- 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 262416 - PANELBOARDS
- 262726 - WIRING DEVICES
- 262813 - FUSES
- 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS
- 263600 - TRANSFER SWITCHES
- 265000 - INTERIOR AND EXTERIOR LIGHTING
- 283112 - FIRE-ALARM SYSTEM

ATTACHMENT NO. 2

(SAMPLE)

RIOC STANDARD FORM CONTRACT

ROOSEVELT ISLAND OPERATING CORPORATION
STANDARD FORM CONTRACT FOR CONSTRUCTION

DATE OF CONTRACT: **XXXXXX**

1. CONTRACT NO.: **XXXXXX**

2. PROJECT NAME: **XXXXXX**

3. CONTRACTOR: **Entity Name**

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

ATTENTION: **XXXXXX**

Tel. **xxx.xxx.xxx**

5. HEREBY REQUESTS YOU

Entity Name

Address 1

Address 2

Attn: Contact

Tel. xxx.xxx.xxx Fax xx.xxx.xxx

E-mail:

6. TO PROVIDE the Work described in Schedule B1 attached hereto and in the Drawings and Specifications and any other documents listed in Schedule B1, in accordance with Schedules A, A1, B2, C, and D, attached hereto. All of the attached Exhibits and Schedules and the Drawings, Specifications and other documents listed or otherwise referenced therein are hereby expressly made a part of this Contract as fully as if set forth at length herein. Schedule A contains standard provisions required by law to be incorporated into all agreements entered into by the State of New York public entities, and pertains to the extent applicable, to this Contract.

7. YOU shall commence the Work on or before **xxx x, 20xx**, achieve Substantial Completion of the Work on or before **xxxx xx, 20xx** and achieve Final Completion of the Work no later than **xxx** days after Substantial Completion. TIME IS OF THE ESSENCE. If the Contractor fails to achieve Substantial Completion and Final Completion of the Work on or before the dates set forth herein, which dates are subject to extension only as provided in Schedule A, Section 6, the Contractor shall be liable to RIOC for liquidated damages in the amount of **\$xxxxxxx** for each calendar day of delay in achieving Substantial Completion of the Work and **\$xxxxxxx** for each calendar day of delay in achieving Final Completion of the Work. The Contractor agrees that such liquidated damages are a reasonable estimate of the amount of the damages that would be suffered by RIOC upon such delay.

8. YOUR COMPENSATION for the above Work shall not exceed XXXXXXXXXXXXXXXXXXXX dollars (\$xxx,xxx,xx.00) (hereinafter referred to as the "Contract Sum"), as further specified in Schedule B2 attached hereto. The Contract Sum is either a fixed price, or a not-to-exceed price based on hourly rates and/or unit prices, as stated in Schedule B2. The Contract Sum shall include all costs necessary to perform the Work described in Schedule B1 of this Contract. All invoices shall be submitted in accordance with Schedule A1, attached hereto.

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

10. Upon the submission of proper monthly invoices to the Director of Engineering (or his/her designee) and the Finance Department, in conformity with Schedule A1 attached hereto, RIOC shall make monthly payments to the Contractor in accordance with Schedule B2 within 30 days. Acceptance of the final monthly payment by the Contractor shall release RIOC from any and all claims for payment for work performed pursuant to this Contract. This Contract shall be deemed executory only to the extent of money available to RIOC for the performance of the terms hereof and no liability on account thereof shall be incurred by RIOC beyond moneys available for the purpose thereof.

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

AGREED TO AND ACCEPTED THIS DAY OF 201__.

Entity Name

By: _____
Title: _____

ROOSEVELT ISLAND OPERATING CORPORATION

By: Charlene M. Indelicato
President/Chief Executive Officer

Attachments:

- Schedule "A": General Conditions
- Schedule "A1": Supplemental General Conditions
- Schedule "B1": Description of Work and Additional Terms
- Schedule "B2": Contract Sum Breakdown and Retainage

Schedule "C": Disclosure Statement
Schedule "D": Definitions Under Article 15-A Regulations

**SCHEDULE A****GENERAL CONDITIONS****SECTION 1- DEFINITIONS**

Whenever used in this Contract:

- (a) The term "RIOC" means Roosevelt Island Operating Corporation.
- (b) The term "Director of Engineering" means RIOC's Director of Engineering.
- (c) The term "Architect/Engineer" means the Architect or Engineer (if any) engaged by RIOC or Contractor to design the Project and provide construction phase services in connection with the Project.
- (d) The term "Change Order" means a written order signed by RIOC as described in Section 3.
- (e) The term Contractor shall mean *Name of Company*.
- (f) The term "Contract" means and includes:
 - 1. Standard Form Contract for Construction;
 - 2. General Conditions - Schedule A;
 - 3. Supplemental General Conditions – Schedule A1;
 - 4. Description of Work and Additional Terms - Schedule B1;
 - 5. Contract Sum Breakdown and Retainage - Schedule B2;
 - 6. Disclosure Statements - Schedule C;
 - 7. Definitions under Article 15-A Regulations - Schedule D.
- (g) The term "Contract Sum" means the fixed price or not-to-exceed price payable to the Contractor for the Work as provided in paragraph 8 of the Standard Form Contract for Construction and Schedule B2, subject to adjustment only by Change Order as provided in Section 3 hereof.
- (h) The term "Contract Time" means the time for completion of the Work as set forth in paragraph 7 of the Standard Form Contract for Construction, subject to extension only by Change Order as provided in Sections 3 and 7 hereof.
- (i) The term "Final Completion" means completion and/or correction of all items of the Work.
- (j) The term "Indemnitees" means the persons identified as such in Section 13 hereof.
- (k) The term "Substantial Completion" means completion to the point that the Work can be used and/or occupied for its intended purposes, as solely determined by RIOC, and all

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approvals required for such use and/or occupancy have been received.

- (l) The term "Work" means the work specified and the obligations imposed upon the Contractor under this Contract.
- (m) The term "Extra Work" means additional work performed and/or additional material furnished beyond the original scope of the contract, and which is duly authorized and necessary for proper completion of the project, but not covered by an item in the contract, and for which, there is no means of payment, direct or indirect, provided in the contract. Such Extra Work is performed at duly negotiated prices in a Change Order.

SECTION 2 - CONFLICTING TERMS

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

SECTION 3 - CHANGE ORDERS

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

The Contractor acknowledges that it has had ample opportunity to visit and inspect the site where the Work is to be performed and to review the drawings, specifications and all other documentation comprising the Contract. No Change Order shall be issued with respect to existing conditions at the site of the Work, except as provided in the following paragraph of this Section 3.

If conditions are encountered at the site of the Work which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Schedule B1 and the Drawings and Specifications, or (b) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided in the Contract, then notice thereof by the Contractor shall be given to RIOC promptly before conditions are disturbed and in no event later than five (5) business days after first observance of the condition. Adjustments to the Contract Sum because of conditions discovered pursuant to this paragraph, shall be made in accordance with the procedures set forth in Schedule B2. Parties will cooperate regarding any extension required of the Contract Time. Any disputes shall be resolved by the arbitration provision set forth in Section 27 of this Schedule A.

**SECTION 4 - ORDER TO PROCEED**

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

SECTION 5 - PERFORMANCE

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by President/Chief Executive Officer of RIOC or his/her 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.

The Contractor shall supervise, direct and perform the Work, using the Contractor's best skill and attention. The Contractor shall be fully responsible for and have control over and charge of construction means, methods, techniques, sequences and procedures and safety precautions and programs in connection with the Work and for coordinating all portions of the Work. The Contractor shall be fully responsible for the safety of all persons engaged in the performance of the Work and the public as well as all property that may be affected by the Work.

The Contractor shall secure and pay for all permits necessary for proper execution and completion of the Work, except for a building permit.

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

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

The Contractor shall keep the area in which it is performing the Work free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials and shall leave the Work site broom clean.

SECTION 6 - PROGRESS AND COMPLETION

By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and includes normally anticipatable adverse weather. The Contractor shall proceed expeditiously with adequate work force and shall complete the Work within the Contract Time.

SECTION 7 – DELAYS, EXTENSIONS OF TIME AND SUSPENSIONS

If the Contractor's Work is delayed by an act of RIOC or of another contractor employed by

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RIOC or by changes ordered by RIOC in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by RIOC, then the Contract Time shall be extended by Change Order for such reasonable time as RIOC may determine. The Contractor shall not be entitled to any extension of the Contract Time unless claim therefor is presented to RIOC as provided in Section 26.

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

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

SECTION 8 - COMPTROLLER'S APPROVAL

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

SECTION 9 - TERMINATION

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

Moreover, RIOC reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, RIOC shall be entitled to exercise its right of termination by providing written notice to the Contractor in accordance with the terms of the Contract.

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

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

SECTION 10 - PAYMENTS

Payments will be made only upon the receipt by the Director of Engineering (or his/her designee) and the Finance Department, of a proper invoice submitted by the Contractor and that has been approved by the Director of Engineering (or his/ her designee), in accordance with Schedule A1 and Schedule B2. Acceptance of final payment by the Contractor shall constitute a waiver of any claims for payment for services rendered arising from this Contract by the Contractor against RIOC.

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

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

**SECTION 11 - SET-OFF RIGHTS**

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

SECTION 12 - EXECUTORY CLAUSE

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

SECTION 13 - INDEMNIFICATION

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

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

The Contractor agrees that this Section 13 of the General Conditions shall survive the expiration

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or termination of the Contract and is so noted in the insurance.

SECTION 14 - INSURANCE

The Contractor shall insure and carry the following insurance, shall require each of its subcontractors to carry the following insurance, and agrees that the following insurance shall survive the expiration or termination of the Contract:

Commercial General Liability Insurance providing both bodily injury including death and property damage insurance in a limit of not less than two million dollars (\$2,000,000.00) combined single limit basis. Such insurance is to be written on an occurrence basis and shall name each of the Indemnitees as an additional insured.

Automobile Liability and Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limit for both bodily injury and property damage;

Professional Liability Insurance is required if the Contractor is providing any type of design work in a limit of not less than two million dollars (\$2,000,000.00) and with tail coverage for two (2) years.

The Contractor shall provide Worker's Compensation Insurance and Employer's General Liability Insurance as required under the Worker's Compensation Law.

Certificates of Insurance for all aforementioned coverages shall be provided to RIOC prior to the commencement of Work under the Contract and bear notations evidencing a minimum of 10 day cancellation notice to RIOC. The Contractor's Commercial General Liability Insurance policy shall name RIOC, the New York State Urban Development Corporation d/b/a Empire State Development, the Division of Housing and Community Renewal, the State of New York, the City of New York and any others listed in Schedule B1 as additional insureds.

SECTION 15 - RECORDS AND ACCOUNTS

Contractor shall maintain accurate books, records, documents, accounts, maintenance manuals, warranties, blueprints, photographs, other materials and all evidence of the Work (hereinafter, collectively, "Records"). Contractor shall also maintain and provide accurate Records that provide an accounting of the specific Work performed in such form as to demonstrate the actual Work completed to perform this Contract; and shall furnish or make available such Records or other information as may be required to substantiate any report or invoice submitted to the Director of Engineering (or his/her designee) assigned to the contract, for payment, and will also provide a copy of each invoice to the Finance Department.

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as RIOC, shall have access to the Records during normal business hours at an office available, at a mutually agreeable and

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reasonable venue within the State of New York, for the term specified above for the purposes of inspection, auditing and copying. RIOCI shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (“Freedom of Information Law or FOIL”) provided that: (i) the Contractor shall timely inform an appropriate RIOCI official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under FOIL is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, RIOCI’s right to discovery in any pending or future litigation.

As-Builts: Within five (5) business days of completion of Work, Contractor shall provide RIOCI with the original design drawings which reflect any changes made to RIOCI property pursuant to this Contract (“As-Built Drawings”). Such As-Built Drawings shall be e-mailed to RIOCI’s Director of Engineering, John.Bost@rioc.ny.gov (or his/her designee).

SECTION 16 - OWNERSHIP OF MATERIALS

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

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

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

SECTION 17 – ASSIGNMENT AND SUBCONTRACTING

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

SECTION 18 - CONFLICTS OF INTEREST

The Contractor represents that:

- (a) No officer, employee, agent or director of RIOCI, shall participate in any decision relating to this Contract which affects his personal interest or the interests of any

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corporation, partnership, or association in which he is directly or indirectly interested; nor shall any officer, agent, director or employee of RIOC have any interest, direct or indirect, in this Contract.

- (b) The Contractor shall cause, for the benefit of RIOC, every contract with any subcontractor to include the representations contained in subsection (a) of this Section. The Contractor will take such action in enforcing such provisions as RIOC may direct, or, at its option, assign such rights as it may have to RIOC for enforcement by RIOC.

SECTION 19 - NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that RIOC establish goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("M/WBE") and the employment of minority group members and women in the performance of New York State contracts.

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

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

The Contractor agrees to use good faith efforts (5 NYCRR Part 142.8) to achieve utilization of MBEs and WBEs equal to 30% of the total value of the Work under the Contract.

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

NYS Department of Economic Development
Division for Small Business
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 Fax: (518) 486-6416

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

NYS Department of Economic Development
Minority and Women's Business Development Division
at 30 South Pearl Street
Albany, NY 12245
Phone: (518) 474-6346 Fax: (518) 473-0665
or 633 Third Avenue,
New York, New York 10017
Phone: (212) 803-3246 Fax: (212) 803-3888

Copies of the directory are also available for inspection at RIOC's main office. A current listing of certified M/WBEs may also be obtained online at <http://esd.ny.gov/mwbe.html>.

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

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

- (1) attend meetings scheduled by RIOC where bidders will be advised of general contract requirements and M/WBE program;
- (2) advertise, where appropriate, in general circulation media, trade association publications and small business media;
- (3) notify small, minority and women contractor associations by written solicitation of specific subcontracts;
- (4) send written notification to Certified M/WBEs that their interest in the Work is solicited;
- (5) actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations;
- (6) 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;
- (7) where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation;
- (8) document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals; and
- (9) ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and, where appropriate, that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

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

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notice of deficiency; (c) a bidder fails to timely request a waiver; or (d) RIOC determines that the bidder has failed to document good faith efforts.

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

Commencing not more than 30 days after (i) execution of the Contract, or (ii) start of the work, the Contractor shall submit to the RIOC a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report of the workforce actually utilized on the project, itemized by ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by RIOC. Accuracy of the information contained in the reporting documentation (Vendor/Contractor Utilization Report and Contractor's Quarterly M/WBE Contractor Compliance & Payment Report) shall be certified to by an owner or officer of the Contractor.

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

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

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the New York Codes, Rules and Regulations.

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

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES

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

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

1. The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to RIOC;
2. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing of any such positions

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with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to RIOC upon request;

4. The Contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

EEO POLICY STATEMENT

(1) The Contractor and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(2) Prior to the award of the Contract, the Contractor shall submit an Equal Employment Opportunity ("EEO") Policy Statement to RIOC within the time frame established by RIOC.

(3) The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding Contract, shall, during the performance of the Contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contract. Affirmative action pertains to recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of RIOC, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other

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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) The Contractor will include the provisions of subdivisions (a) through (d) immediately above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility or 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 and at law.

SECTION 21 – ENVIRONMENTAL PROTECTION

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

SECTION 22 - MATERIALS AND WORKMANSHIP

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

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

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

If, within one (1) year after Substantial Completion, the Work is found to be not in accordance with the Contract requirements, the Contractor shall correct it promptly after receipt of written



notice from RIOC.

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

If the Contractor fails to correct defective or non-conforming Work as required or fails to carry out Work in accordance with the Contract, RIOC, by written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, RIOC's right to stop the Work shall not give rise to a duty on the part of RIOC to exercise the right for the benefit of the Contractor or others.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract and fails within five (5) business days after receipt of written notice from RIOC to commence and continue correction of such default or neglect with due diligence and promptness, RIOC may, without prejudice to other remedies RIOC may have, correct such deficiencies and the costs of correcting such deficiencies shall be deducted from payments to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to RIOC.

SECTION 23 - PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

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

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

SECTION 24 - IRAN DIVESTMENT ACT

By entering into this Agreement, Contractor certifies in accordance with State Finance Law Section 165-a 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" ("Prohibited Entities List") posted at:



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

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

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

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

SECTION 25 - CONFIDENTIALITY

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

SECTION 26 - LABOR LAW

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

**SECTION 27 - CLAIMS AND DISPUTE RESOLUTION**

(a) The Contractor shall proceed with the Work promptly as instructed or ordered by RIOC. The Contractor shall have no right to suspend all or any part of the Work or refuse to comply with any written instruction, direction or order of RIOC pending resolution of any dispute or for any other reason, provided that RIOC continues to make payments of undisputed amounts as provided in the Contract. Any such suspension or refusal will be a material breach of the Contract. The Contractor may preserve whatever right, if any, the Contractor may have to make claim with respect to any written instruction, order, direction, action or inaction of RIOC or others by giving notice as required by paragraph (b) of this Section 27 and by advising RIOC in writing, prior to proceeding with the Work in question, that the Contractor is proceeding under protest.

(b) The Contractor must give written notice to RIOC of any claim by the Contractor for extension of time, extra compensation, price increase or damages of any sort within five (5) business days after the Contractor first learns of the act, omission, occurrence or circumstance on which the claim is based. The purpose of this notice is to give RIOC prompt opportunity (a) to cancel or revise orders or directions, change plans, mitigate or remedy circumstances giving rise to the claim or to take other action that may be desirable; (b) to monitor and verify the facts and circumstances as they occur; and (c) to verify any costs and expenses claimed by the Contractor contemporaneously as they are incurred. Written notice is required whether or not RIOC is aware of the facts and circumstances that constitute the basis of the Contractor's claim, and no action, inaction, or conduct of RIOC or any other person will be regarded as a waiver of such notice requirement except only a statement to that effect signed by RIOC. Failure of the Contractor to give written notice as required shall be deemed conclusively to be a waiver and release of any claim, and such notice shall be a condition precedent to the Contractor's right to make any claim arising out of, under or in connection with the Contract or its performance of the Work. Notice pursuant to this paragraph (b) of Section 27 shall be addressed and sent to RIOC in accordance with Section 36 of these General Conditions. Notice of claim given to any person other than RIOC shall not constitute notice to RIOC.

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

**SECTION 28 - INTERNATIONAL BOYCOTTS**

(a) In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, where the Contract is for the construction, reconstruction, maintenance and/or repair of public work or for work performed or to be performed in an amount exceeding five thousand dollars, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions, of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the regulations of the United States Department of Commerce promulgated under either act.

(b) RIOC awards this Contract in material reliance upon the promise and representation made by the Contractor in the foregoing paragraph. This Contract shall be rendered void by the State Comptroller if subsequent to the execution of this Contract, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the above Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

(c) The Contractor shall notify the State Comptroller of any such conviction or final determination of violation in the manner prescribed by the Comptroller's regulations after such determination within five (5) days. The Contractor shall deliver a copy of the notice to RIOC.

SECTION 29 - GRAND JURY, INVESTIGATIONS, TESTIMONY

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

(a) such person, and any firm, partnership or corporation of which (s)he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or public benefit corporation or any official thereof for goods, work or services, for the period of five years after such refusal or until such disqualification shall be removed pursuant to Public Authorities Law Section 2877, and

(b) any and all contracts with any public authority or public benefit corporation or official



thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he or she is a member, partner, director or officer, may be canceled or terminated, but any monies owing by the public authority or public benefit corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

SECTION 30 - ILLEGALITY

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

SECTION 31 - ENTIRE AGREEMENT

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

SECTION 32 - GOVERNING LAW

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

SECTION 33 - COUNTERPARTS

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

SECTION 34 - MODIFICATIONS

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

SECTION 35 - BINDING EFFECT

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

SECTION 36- NOTICE

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

- (1) delivered by certified mail, postage prepaid, return receipt requested to the parties at their respective addresses set forth at page 1 of this Contract; or
- (2) provided by fax transmission and confirmed by regular mail, if to RIOC, at (212) 832-4582, and if to the Contractor, at the number supplied by the Contractor to RIOC; or
- (3) provided by email, if to RIOC, to the Chief Financial Officer at Kimberly.Quinones@rioc.ny.gov with a copy to Vice President/General Counsel at



Susan.Rosenthal@rioc.ny.gov, and if to the Contractor, at the email address supplied by the Contractor to RIOC.

SECTION 37 - ALL LEGAL PROVISIONS DEEMED INCLUDED

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

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

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

SCHEDULE A1

SUPPLEMENTAL GENERAL CONDITIONS

SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Forms G702 and G703 – Application and Certification for Payment Continuation Sheet to the Director of Engineering (or his/her designee) for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values within 15 days after Notice to Proceed, for approval by the Director of Engineering (or his/her designee).
- D. Format: Utilize the Table of Contents of the Specifications. Include mobilization and demobilization.
- E. Include within each line item, a direct proportional amount of the Contractor's Overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application of Payment.

PAYMENTS

On or about the 21st of each month the Contractor shall submit to the Director of Engineering (or his/her designee), a pencil copy of payment application detailing work to be completed through the end of the month. The Director of Engineering (or his/her designee) shall within seven (7) days of receipt, review and return to Contractor, a mark-up of said payment application with a determination of percentages of work completed and materials stored to date that shall be paid. The Contractor must submit certified payrolls with each payment application to the Director of Engineering (or his/her designee) for approval prior to payment.

INSPECTIONS AND REJECTIONS

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All Work and all construction, processes of manufacture and methods of construction involved in or related to the performance of the Work shall be at all times and places subject to the inspection of the Director of Engineering (or his/her designee), and the enumeration in these Specifications of particular portions of such Work, construction, processes of manufacture or methods of construction which will or may be inspected by the Director of Engineering, his/her designee, or the Architect/Engineer shall not be deemed to imply that only such Work, construction, processes of manufacture and methods of construction will or may be so inspected or that any element of the Work is not subject to inspection by the Director of Engineering (or his/her designee). The Director of Engineering (or his/her designee) shall be the judge of the quality and suitability of the Work, construction, processes of manufacture and methods of construction for the purposes for which they are used or to be used. Should they fail to meet the approval of the Director of Engineering (or his/her designee), they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall be removed immediately from the site. The fact that the Architect/Engineer has approved the materials and workmanship shall not relieve the Contractor from its obligation to supply other material and workmanship when so ordered by the Director of Engineering (or his/her designee).

The Contract Drawings do not show all of the details of the Work and are intended only to illustrate the character and extent of the Work to be performed. Accordingly, they may be supplemented during the performance of the Work by the Architect/Engineer or by the Contractor subject to the approval of the Director of Engineering (or his/her designee), to the extent necessary to further illustrate the Work. An indication on the Contract Drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials does not constitute a representation as to the conclusions to be drawn therefrom nor a representation that no others exist in addition to those shown, even in the same location; nor does the absence of any indication on said drawings of the existence, nature or location of any utilities, structures, obstructions, conditions or materials constitute a representation that none exist. After the Contract has been executed, the Contractor will be furnished three (3) copies of the Specifications and Contract Drawings without charge.

FINAL INSPECTION

When, in the opinion of the Contractor, the construction is completed and ready for final inspection, he shall so notify the Director of Engineering (or his/her designee) in writing and the Director of Engineering (or his/her designee) will conduct an inspection of said construction (including any portions with respect to which Certificates of Partial Completion have been issued). Before any Certificate of Final Completion will be issued, any defects or omissions noted on this inspection must be corrected by the Contractor.

CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

The Specifications require the doing of all things necessary or proper for or incidental to the scope of the Work, as shown on the Contract Drawings in their present form. In addition, all things shown on the Contract Drawings even though not expressly mentioned in the

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Specifications, all things mentioned in the Specifications even though not shown on the Contract Drawings, and all things not specified either on the Contract Drawings or in the Specifications but involved in carrying out their intent and in the complete and proper execution of the Work are required by the Specifications; and the Contractor shall perform the same as though they were specifically delineated, described and mentioned. In case of a conflict between a requirement of the Contract Drawings and a requirement in Schedule B1, the requirement of Schedule B1 shall control. In case of a conflict between a requirement contained in the Specifications and a requirement of the Contract Drawings, Contractor shall notify the Director of Engineering (or his/her designee) to resolve any conflict.

Some Sections of the Specifications make cross references to construction specified in other Sections of the Specifications, including cross references intended to avoid duplication by the bidders in quoting prices and to point out some of the necessity for coordination. Such cross references are not intended to be complete or all inclusive, and the Contractor shall ascertain for himself both the nature and the extent of all construction which may be related to that under each Section of the Specifications whether or not expressly referred to.

Some Sections of the Specifications contain a general description of the construction under such Sections. Such a general description is not intended to define the construction required by the Specifications and Contract Drawings. Accordingly, such description shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the construction to be performed.

The Contractor's compensation for all construction whatsoever referred to in the Specifications and Contract Drawings in their present form, even though the need for certain items of such construction may be contingent upon future occurrences or determinations or upon other circumstances, shall be deemed to be included in the price(s) quoted by the Contractor in the Form of Contract unless the Specifications or Contract Drawings expressly state that compensation in addition to such price shall be payable for such items of construction. The express statement in some cases to the effect that certain construction shall be without additional cost to RIOC shall not impair the application of this paragraph in other cases. The distribution of various parts of the construction among the Divisions and Sections of the Specifications or among the Contract Drawings is not intended as a representation of the most effective or logical method of organizing, scheduling or subcontracting the construction, and the Contractor shall ascertain for itself how to do so unless otherwise expressly prescribed in this Contract.

AVAILABLE PROPERTY

Subject to the conditions elsewhere stated herein, those areas to be occupied by the permanent construction will be made available to the Contractor upon the commencement of his first operations at the construction site. RIOC has no obligation to make other areas available to the Contractor for staging, storage or otherwise. Any additional property which the Contractor desires for its operations shall be obtained by the Contractor at its own expense.

The Contractor will be permitted to use only so much of the areas made available to the Contractor as is necessary for the performance of the Contract, and the Contractor must at all

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times so conduct its operations as not to encroach upon or block the portions used by others. The Director of Engineering (or his/her designee) may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Director of Engineering (or his/her designee), are not required for the performance of the Contract.

The Contractor shall perform daily clean-up the areas made available to the Contractor so that they are free at all times of refuse, rubbish, scrap material or debris and so that the construction site presents a neat, orderly and workmanlike appearance.

SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

The Contractor shall specifically prepare for this Contract all Shop Drawings which may be required in addition to the Contract Drawings or in addition to any other drawings which the Architect/Engineer may issue in supplementing the Contract Drawings. The specific requirements elsewhere set forth in the Specifications for furnishing Shop Drawings, Catalog Cuts and samples for any particular portion of the Contract shall not limit the obligation of the Contractor to furnish Shop Drawings, Catalog Cuts and samples for any other portion when so required by the Director of Engineering (or his/her designee).

The Contractor shall submit – for review and approval by the Director of Engineering (or his/her designee) – a general "Submittal Schedule" listing the planned transmittal date and estimated number in each Specifications section category of Shop Drawings, Catalog Cuts, pages of calculations and samples within seven (7) calendar days after receipt by the Contractor of the acceptance of the Proposal. A more detailed schedule shall be submitted no less than five (5) calendar days prior to the actual date of any submittal. The "Submittal Schedule" shall follow the form (if any) provided by the Director of Engineering (or his/her designee) for this Contract.

After checking and verifying all field measurements and after complying with applicable procedures specified hereunder, the Contractor shall transmit submittals to the Director of Engineering (or his/her designee) for Architect/Engineer review and approval, in accordance with the approved schedule of Shop Drawing submissions, or for other action if so indicated by the Director of Engineering (or his/her designee).

All submissions shall be identified as the Architect/Engineer may require. In general, submissions shall specifically reference Contract Drawing numbers or Specifications section numbers for which the item pertains. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, conformance to the specified performance and design criteria, materials, test results and similar information to enable the Architect/Engineer to review each submittal as required.

The Contractor shall also submit all Catalog Cuts and samples to the Director of Engineering (or his/her designee) for Architect/Engineer review and approval pursuant to the approved submittal schedule, for conformance to the requirements of the Contract Drawings and Specifications. All Catalog Cuts and samples shall have been reviewed by the Contractor and shall be accompanied by a specific written indication that the Contractor has reviewed the submittal for conformance

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with the Contract Drawings and Specifications and shall be identified clearly as to material, supplier, manufacturer's procedures and pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing, Catalog Cut and sample, the Contractor shall have determined and verified all quantities, dimensions, conformance to the specified performance and design criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each Shop Drawing or Catalog Cut with other Shop Drawings and Catalog Cuts and with other requirements of the Work.

At the time of each submission, the Contractor shall give the Architect/Engineer specific written notice of each variation in any Shop Drawing, Catalog Cut and sample from the requirements of the Contract Drawings or Specifications and, in addition, shall cause a specific notation of each such variation to be made on each submittal to the Architect/Engineer, for review and approval of each such variation.

The Architect/Engineer's review and approval of Shop Drawings, Catalog Cuts or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Drawings or Specifications unless the Contractor has in writing called the Architect/Engineer's attention to each such variation at the time of submission as required hereunder and the Architect/Engineer has given written approval of each by an express specific written notation thereof incorporated in or accompanying the Shop Drawing, Catalog Cut or sample approval. Approval of Shop Drawings, Catalog Cuts and samples which are inconsistent with the requirements of the Contract Drawings and Specifications shall not be deemed to waive or change such requirements or to relieve the Contractor of its obligations to perform such requirements unless the Architect/Engineer shall expressly and specifically state that he is waiving or changing such requirements, as stated above.

Where a Shop Drawing, Catalog Cut or sample is required, no related Work shall be performed prior to the Architect/Engineer's review and approval of the submission. Upon receipt of the submittal, the Architect/Engineer will review the Shop Drawing, Catalog Cut or sample for conformance to the design information and materials shown on the Contract Drawings and contained in the Specifications. Approval by the Architect/Engineer shall not constitute a complete review or approval of the means, methods, techniques, sequences or procedures of construction, except where a specific means, method, technique, sequence or procedure of construction is specifically delineated in or required by the Contract Drawings or Specifications, and the approval shall not constitute a review and approval in regard to safety precautions or programs incident thereto. The review and approval of a separate item will not in itself indicate approval of the assembly in which the item functions. Any design shown on the Shop Drawings and prepared by the Contractor, its subcontractors, their detailers or their professional engineers is the complete responsibility of the Contractor. Within seven (7) working days after receipt of the Shop Drawing prints, the Architect/Engineer will approve or not approve the same or require corrections or additions to be made thereon. When a shop drawing is not approved or if additions or corrections are required, the Architect/Engineer will return within five (5) working days two of the copies submitted and the Contractor shall make the revisions, corrections or additions shown thereon to be made. The Contractor shall direct specific attention in writing to revisions

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other than the corrections called for by the Architect/Engineer on the previous submittal. Each drawing shall be corrected as required until the approval of the Architect/Engineer is obtained. After each resubmission, the Architect/Engineer shall have five (5) working days in which to approve revisions or corrections.

As soon as approval has been given no change will be permitted thereon unless approved in writing by the Director of Engineering (or his/her designee).

Before final payment for the Work is made, the Contractor shall furnish to the Director of Engineering (or his/her designee) one set of approved Shop Drawings and Catalog Cuts, which have previously been prepared by the Contractor in accordance with requirements elsewhere specified in these Specifications.

RECORD DRAWINGS

Additionally, before final payment is made, the Contractor shall submit one set of contract plans, all clearly revised, completed and brought up to date showing the permanent construction as actually made. These drawings shall be marked "RECORD DRAWING", dated and signed by the Contractor and be in the form of Mylar reproducible, from which clear prints can be made. By signature, the Contractor is verifying that the drawings reflects the as-constructed condition.

SUBSTITUTION

Where a proprietary item or make is specified or mentioned herein or called for or mentioned on the Contract Drawings and the phrases "similar and equal to" or "approved equal" are used in connection therewith, the utilization of any other item or make will be deemed a substitution. Substitution for the proprietary item or make specifically named may be made only in accordance with the Section of the General Conditions entitled "Materials and Workmanship" and in accordance with the following.

Whenever materials or equipment are specified or described in the Contract Drawings or Specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of another supplier or manufacturer may be accepted by the Director of Engineering (or his/her designee) if sufficient information and proof is submitted by the Contractor to permit the Director of Engineering (or his/her designee) to determine that the material or equipment proposed is equivalent or equal to that named and the Architect/Engineer approves the substitution.

The Director of Engineering (or his/her designee) may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other assurance with respect to any approved substitution. Furthermore, the approval of any substitute proprietary item or make shall not in any way entitle the Contractor to additional compensation therefor.

Notwithstanding such approval, however, the Contractor assumes the risk that such approved substitute item or make is not equal to that shown or specified and if at any time the substitution

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shall appear not to be so equal the Contractor shall replace the substitution with that originally shown on the Contract Drawings or called for in the Specifications at its own cost and reimburse RIOC for any loss occurring on account of the substitution failing to be equal, notwithstanding that it had been previously approved for use by the Architect/Engineer.

COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After RIOC's occupancy of premises, coordinate access to the site for correction of defective Work not in accordance with Contract Documents, to minimize disruption of RIOC's activities.
- H. Submit coordination drawings to the Director of Engineering (or his/her designee) for review, signed off by all trades before the installation of any Work.

PROGRESS SCHEDULE**Schedule Requirements:**

1. Within fifteen (15) calendar days after acceptance of the Contractor's Proposal, the Contractor shall, at its own expense, prepare a detailed electronic progress schedule for the Director of Engineering's review (or review by his/her designee) and approval. The progress schedule shall show the dates for the commencement and completion of the items of Work of the Contract and all Contract Milestones. The Contractor shall revise and resubmit the progress schedule until approved by the Director of Engineering (or

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his/her designee). The progress schedules/graphics required by this Contract shall be produced in a format acceptable to the Director of Engineering (or his/her designee).

2. Progress schedules shall be sufficiently detailed to accurately depict all the Work (including any design, key submittals, procurement, and construction activities performed by the Contractor) and shall graphically represent the logical sequence and duration of activities, all in accordance with the requirements of the Contract. The information provided in progress schedules shall also include, but not be limited to, the interdependencies between the Contractors' activities and all other activities required for the successful completion of the Contract, e.g., those to be performed by utility companies or by other entities. All Milestone dates specified in the Contract shall be represented in the schedule by Milestone activities that are logically interrelated to the work that must be accomplished in order to achieve the Milestone.
3. Progress schedules shall be updated monthly and submitted to Director of Engineering (or his/her designee) for review and approval. The Contractor shall update the progress schedule showing for each such item of work of the Contract the actual start dates, physical percent complete, expected completion dates (for activities in progress), a brief narrative explaining how the planned completion will be achieved and the actual completion dates. No logic or duration changes shall be made therein without the written approval of the Director of Engineering (or his/her designee).
4. Approval of any progress schedule shall not relieve the Contractor of its obligation to complete the Work by the time(s) required in the Contract and in accordance with all other Contract provisions, even though the schedule approved may be inconsistent with such completion.
5. The submittal of progress schedules under this section shall not be deemed to be a substitute for the reporting requirements of the "Daily Progress Reports".

DAILY PROGRESS REPORTS

The Contractor shall furnish to the Director of Engineering (or his/her designee) at the end of each day Work is performed at the construction site, a Daily Progress Report showing for that day stating:

1. The location and type of construction performed.
2. The type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others.
3. A statement of any unusual occurrence.
4. Weather conditions
5. The names and number of workers in each trade classification that were employed.

Such reports shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under provisions of the Contract relating to compensation for Extra Work.

**HOURS OF WORK**

Subject to all requirements stated elsewhere herein, the Work shall be performed between the hours of 8:00 AM and 4:30 PM Monday through Friday.

If Contractor shall require performing Work during hours other than those listed above, Contractor shall submit to the Director of Engineering (or his/her designee), at least one week in advance, the proposed schedule of hours of Work for approval.

Contractor shall not perform Work at the construction site outside of these time periods or on a Federal or New York State legal holiday unless otherwise authorized in writing by the Director of Engineering (or his/her designee).

CONTRACTOR'S MEETINGS

The Contractor shall conduct job progress and coordination meetings with subcontractors in the Contractor's field office or on the job site every two weeks, or as frequently as job conditions require or the Architect/Engineer may request. The Architect/Engineer shall be notified and, at the Architect/Engineer's option, may attend these meetings. The Contractor shall prepare and distribute minutes to the Architect/Engineer and the subcontractors within forty-eight (48) hours of the day following the meetings. The Contractor shall attend separate job progress and coordination meetings with the Director of Engineering (or his/her designee) every two weeks, or at times otherwise requested by Director of Engineering (or his/her designee).

CONTRACTOR'S FIELD OFFICE AND REPRESENTATIVE

At a readily accessible point on or near the construction site, the Contractor shall maintain a field office provided with a telephone.

During the performance of any Work at the construction site, the Contractor shall have a representative thereat who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Director of Engineering (or his/her designee). The Contractor's representative shall be provided, at all times, with a conformed copy of this Contract and a set of the Contract Drawings.

If an oral instruction is given, Contractor shall promptly memorialize the instruction in writing to the Director of Engineering (or his/her designee), and the instruction will stand only upon written confirmation by the Director of Engineering (or his/her designee). For any orders regarding a change in the Work, Extra Work, repairs, replacements and the like, Contractor must follow the process for Change Orders set forth in Section 3 of Schedule A.

TEMPORARY STRUCTURES

Unless otherwise provided in this Contract, the Contractor shall determine the need for and shall

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design, furnish and construct all barricades, fences, staging, formwork, shoring, scaffolding and other temporary structures required in the performance of the Contract, whether or not of the type enumerated in the Specifications or on the Contract Drawings, including those which would be required by law or regulation if this Contract were being performed for a private corporation. All such temporary structures shall be of adequate strength for the purposes for which they are constructed and shall be provided with graphics, warning signs and warning lights as required informing personnel and the public of the hazards being protected against, and the Contractor shall maintain them in satisfactory condition. The design and drawings for such structures are to be prepared by the Contractor, and when requested by the Director of Engineering (or his/her designee) they shall be submitted for review by the Director of Engineering (or his/her designee) before being used. Neither such approval, however, nor any requirements of the Director of Engineering (or his/her designee), the Specifications or the Contract Drawings shall relieve the Contractor of responsibility for the design, construction and use of the temporary structures or from any obligations and risks imposed on the Contractor under this Contract, and any such approval or requirements shall be deemed merely to relate to minimum standards and not to indicate that the temporary structures are adequate or that they meet the Contractor's obligations under this Contract. The temporary structures shall be removed from the construction site following completion of the Work.

TEMPORARY SANITARY FACILITIES

The Contractor shall make arrangements for securing and shall pay all costs for temporary toilets, wash facilities and drinking water including toilet tissue, paper towels, paper cups and similar disposable materials for use by the Contractor, subcontractors or other persons over whom the Contractor has control. The Contractor shall comply with all applicable regulations and health codes. The Contractor shall install facilities where directed by RIOC, and remove from RIOC property when no longer required.

SAFETY PROVISIONS

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall, at its own expense, provide temporary structures (as provided above), place such watchmen, design and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precaution against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper, or as may be directed.

All employees on the Work shall carry valid and current photo identification whenever they are working at the site. All employees on the Work shall be certified as having successfully completed the OSHA 10-hour construction safety and health course. Copies of each employee's identification and OSHA certification shall be submitted to the Director of Engineering (or his/her designee) for his record.

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The Contractor shall conduct weekly Tool Box Talks on site. A copy of meeting agenda shall be signed by all attendees and submitted to the Director of Engineering (or his/her designee).

The Contractor shall employ for Work of the Contract a competent person conforming to the requirements of the Code of Federal Regulations 29 CFR 1926.32(f) who shall be designated by the Contractor as authorized to perform the duties required by 29 CFR 1926 et seq. as applicable for Work of this Contract.

The Contractor shall obtain and submit to the Director of Engineering (or his/her designee) one copy of material safety data sheet (MSDS) conforming to the requirements of 29 CFR 1910.1200(g) for each hazardous chemical utilized for permanent and consumable materials employed for Work of this Contract.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to:

- A. All employees on the Work, the public and other persons and entities who may be affected thereby;
- B. All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Contractor has removed all workers, material and equipment from the construction site, or the issuance of the Certificate of Final Completion, whichever shall occur last.

Until fire protection needs are supplied by permanent facilities under this Contract, the Contractor shall install and maintain temporary fire protection facilities. The Contractor shall comply with requirements of National Fire Protection Association NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations". The Contractor shall employ only such workers as are physically fit and are free from contagious or communicable diseases. The Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct its operations that annoyance to occupants of nearby property and the general public will be reduced to a minimum. The bringing of intoxicating substances onto the construction site and the use or consumption of intoxicating substances at the construction site is prohibited. It shall be the responsibility of the Contractor to insure that all employees of the Contractor and of all subcontractors, material men and any other persons under contract to or under the control of the Contractor shall comply with the provisions of this paragraph.

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Before the Certificate of Final Completion of Work will be issued, the Contractor shall remove all surplus materials, false work, temporary fences and other temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations and shall put the construction site in a neat, orderly condition. In the event the Contractor encounters at the construction site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Director of Engineering (or his/her designee). Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Director of Engineering (or his/her designee).

Within fifteen (15) days of the acceptance of its Proposal, the Contractor shall submit to the Director of Engineering (or his/her designee), for review, the Contractor's Site Safety Program, which shall be specific for the construction site and include a description of the Work to be performed, a hazard assessment of the Work to be performed and the means by which such hazards shall be mitigated. The Contractor's Site Safety Program shall comply with all applicable federal, state, municipal and local and departmental laws and shall include, among other things, the designation by the Contractor of a qualified individual to administer such Site Safety Program.

ACCIDENTS AND FIRST AID PROVISIONS

The Contractor shall promptly report in writing to RIOC all accidents whatsoever arising out of or in connection with the performance of the Contract, whether on or adjacent to the construction site, which result in death, injuries or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately by telephone to the Director of Engineering (or his/her designee).

The Contractor shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service, in case of accident, to any who may be injured in the progress of the Contract. The Contractor shall have standing arrangements for the removal and hospital treatment of any person who may be injured while engaged in the performance of the Contract.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to RIOC giving full details of the claim.



SCHEDULE B1

DESCRIPTION OF WORK AND ADDITIONAL TERMS

DESCRIPTION OF THE WORK:

LIST OF DRAWINGS AND SPECIFICATIONS:

SPECIAL INSTRUCTIONS AND REQUIREMENTS:

INDEMNITEES: The following are additional Indemnitees under Section 13 of Schedule A: [REDACTED].

ADDITIONAL INSUREDS: The following shall also be named as additional insureds on the Contractor's Commercial General Liability Insurance and Automobile Liability Insurance, in addition to those listed under Section 14 of Schedule A: [REDACTED].

KEY PERSONNEL: The Contractor shall assign the following key personnel to performance of the Work: [REDACTED]. The Contractor shall not change its key personnel without RIOC's written consent, which may be granted or withheld in RIOC's sole discretion.

MILESTONES: [REDACTED]

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

Retainage of _____ percent (___%) will be withheld from all payments until Substantial Completion of the Work. It is within RIOC's sole determination as to what constitutes Substantial Completion of the Work as well as what constitutes Reasonable Estimated Costs to correct or complete incorrect items of Work. When the Work has reached Substantial Completion to RIOC's satisfaction, RIOC shall pay the Contractor the retainage, if any, less two times the Reasonable Estimated Cost to correct or complete incorrect or incomplete items of Work. Final payment of such withheld sum shall be made upon correction or completion of such items and Final Completion of all Work.

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

ADJUSTMENTS OF CONTRACT SUM

If any Work required by the Contract Drawings and Specifications in their present form shall be countermanded or reduced, the President/Chief Executive Officer of RIOC shall have full authority on behalf of both parties to make such adjustment by way of reduction in the Contract Sum as the President/Chief Executive Officer may in his or her sole discretion deem equitable and reasonable, and in making such adjustment, no allowance to the Contractor shall be made for anticipated profits.

COMPENSATION FOR EXTRA WORK

The President/Chief Executive Officer of RIOC or the Director of Engineering shall have authority to agree in writing with the Contractor on behalf of the RIOC upon lump sum or other compensation for Extra Work in lieu of the compensation for which provision is hereinafter made in this section. If such agreement on compensation is not made, and Extra Work is performed, the Contractor's compensation shall be increased by the following amounts and such amounts only:

- 1) For Extra Work consisting of refuse container services, an amount equal to the actual net cost in money of the labor and materials required for the provision of such services, plus seven per cent (7%) of such net cost.
- 2) For Extra Work consisting of performance of construction work at the construction site, an amount determined as follows:
 - (a) In the case of Extra Work performed by the Contractor personally, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus twenty per cent (20%) of such net cost, plus such rental for equipment (other than small tools) required for such Extra Work as the Director of Engineering (or his/her designee) deems reasonable.

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- (b) In the case of Extra Work performed by a subcontractor, an amount equal to the actual net cost in money of the labor and materials required for such Extra Work, plus twenty per cent (20%) of such net cost plus such rental for equipment (other than small tools) required for such Extra Work as the Director of Engineering (or his/her designee) deems reasonable, plus seven per cent (7%) of the sum of the foregoing cost, percentage of cost, and rental.

As used in this section (and in this section only):

"Refuse Container Services" means the delivery; removal and emptying of refuse containers as required during the performance of Extra Work subject to approval by the Director of Engineering (or his/her designee).

"Labor" means foremen, surveyors, laborers, mechanics and other employees below the rank of superintendent, exclusive of timekeepers, directly employed at the construction site, whether employed by the Contractor or by the subcontractors, subject to the Director of Engineering's authority (or the authority of his/her designee) to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees; however, all wages actually paid that are in excess of the prevailing wages in the performance of Extra Work shall be subject, on each occasion, to the initial and continuing approval of RIOC in advance of the performance of such Extra Work; plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above mean only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the construction site in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

"Work day" in reference to an item of equipment means a day other than a Saturday, Sunday or legal holiday except that if the particular item of equipment is actually utilized at the construction site by the Contractor or subcontractors under this or any other Contract with RIOC on a Saturday, Sunday or legal holiday said day shall be deemed a work day.

The rental for equipment, whether owned by the Contractor or subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Director of Engineering (or his/her designee) on the basis of the following:



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A.

1. Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Machinery Information Division, K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95131-2398), (hereinafter called "the Blue Book") shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below) except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Extra Work. No amount for operating cost will be allowed during periods when such equipment is not actually engaged in performing Extra Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.
2. If no listing of rental rate and/or hourly operating cost for the item of equipment is in the Blue Book, the Director of Engineering (or his/her designee) shall determine the reasonable rate of rental and/or hourly operating cost of the particular item of equipment by such other means as the Director of Engineering (or his/her designee) finds appropriate.
3. In the event the Contractor is directed by the Director of Engineering (or his/her designee) to immediately perform Extra Work within 24 hours of the direction to proceed, the Director of Engineering (or his/her designee) shall determine the reasonable rate of rental and/all hourly operating cost of the items of equipment necessary to perform such Extra Work by such means as the Director of Engineering (or his/her designee) finds appropriate. However, if the equipment is owned by the Contractor or owned by a subsidiary of the Contractor, the Blue Book rates will apply as set forth in this section.

B. When utilizing the rental rates appearing in the Blue Book, the Director of Engineering (or his/her designee) shall determine the applicable rate and the hourly rental determined there from by applying the following criteria:

1. The rate to be applied for an item of equipment used on a particular Extra Work order shall be the monthly rates from the foregoing publication. The pro rata portion which one hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on monthly rental.	$1/176$ of monthly rental from Blue Book
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2. The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of equipment in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.

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3. If the Director of Engineering (or his/her designee) should determine that the nature or size of the equipment used by the Contractor in connection with Extra Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Director of Engineering (or his/her designee) to be suitable for the Extra Work, the reasonable rental will not be based upon the equipment used by the Contractor but will be based on the smallest or least elaborate equipment determined by the Director of Engineering (or his/her designee) to have been suitable for the performance of the Extra Work.
- C. In the case of equipment utilized only for Extra Work: (a) in addition to amounts determined as provided in subparagraphs A and B above, there will be added to the rental as computed above the taxes on the rental actually paid by the Contractor or subcontractor and the reasonable cost of transporting such equipment to and from the construction site, including applicable tolls, and (b) notwithstanding the number of hours during which such equipment is utilized, the minimum rental therefore will be for a period of eight hours.

In computing the Contractor's compensation insofar as it is based upon Extra Work, and notwithstanding any provision to the contrary appearing in the Blue Book, no consideration shall be given to any items of cost or expense not expressly set forth above, it being expressly agreed that the costs and percentage additions hereinbefore provided cover items of cost and expense to the Contractor of any type whatsoever, including administration, overhead, taxes (other than those enumerated above), clean-up, consumables including gas and oil, drafting (including printing or other reproduction), coordination, field measurements, maintenance, repairs, insurance, profit to the Contractor and small tools.

Whenever any Extra Work is performed (whether by the Contractor directly or through a subcontractor), the Contractor shall at the end of each day submit to the Director of Engineering (or his/her designee):

- a. Daily time slips showing the name of each worker employed on such Work, the number of hours which the worker is employed thereon, the character of the worker's duties, and the wages to be paid to the worker.
- b. A memorandum showing the state and federal taxes based on such wages, and vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages.
- c. A memorandum showing the amount and character of the materials furnished for such Work, from whom they were purchased and the amount to be paid therefor.
- d. A memorandum of equipment used in the performance of such Work, listing the actual hours of operation for each piece of equipment, together with the rental claimed therefor.

Such memoranda and time slips are for the purpose of enabling the Director of Engineering (or his/her designee) to determine the amounts to be paid by RIOC under this section; and accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor or its subcontractors to furnish them with respect to any Work shall constitute a conclusive and binding determination on his part that such Work is not Extra Work and shall constitute a waiver by the Contractor of claims for payment for such Work. The Contractor's

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compensation for Extra Work shall be subject to audit review by RIOC. RIOC's designated representative will notify the Contractor that an audit review will be conducted no later than 90 days from the date of such notification. RIOC's designated representative will also provide the Contractor with an estimated duration of the audit. During the audit review, the Contractor shall provide records to substantiate the memorandum and time slips submitted to the Director of Engineering (or his/her designee). Failure to provide such Contractor or subcontractor records may result in a reduction or total denial of material, equipment and labor costs for Extra Work. Upon completion of the audit review, the Contractor will be provided with the audit findings of RIOC. If the Contractor disagrees in whole or in part with the audit findings, the Contractor shall notify RIOC of such disagreement in writing within 30 days of receipt of said audit findings or RIOC will deem the audit findings to be final and acceptable to the Contractor. In the event that the President/Chief Executive Officer of RIOC and the Contractor shall agree in writing upon a lump sum or other compensation for Extra Work in lieu of compensation as provided in the second paragraph of this clause, the daily time slips and memoranda required by this paragraph shall not be required subsequent to the date on which such agreement has been reached.

COMPENSATION FOR PREMIUM TIME

Where the Director of Engineering (or his/her designee) directs that the Contractor perform Work at times other than those elsewhere specified in the Contract, and the Contractor directly or through a subcontractor is obligated by the provisions of its applicable collective bargaining agreement to pay premium time rates for such Work, then the Contractor shall be compensated for the cost differential between regular time rates and premium time rates at an amount equal to the total of the following:

- A. For premium time rates paid by the Contractor to its own forces, an amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreement for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by the Contractor plus five per cent (5%) of such premium portion.
- B. For premium time rates paid by a subcontractor, an amount equal to the premium time portion of the salaries and wages which the employer is required to pay and actually pays to its employees pursuant to the terms of its applicable collective bargaining agreement for the overtime period or periods described above, plus a proper proportion, if any, computed upon the basis of premium time salaries and wages of (1) taxes actually paid by the employer pursuant to law, (2) vacation allowances, other fringe benefits and union dues and assessments which the employer actually pays pursuant to contractual obligations, and (3) increased premiums paid by a subcontractor plus five per cent (5%) of such premium portion, plus two per cent (2%) of the foregoing cost.



ATTACHMENT NO. 3

SCHEDULE C



SCHEDULE C

PREVIOUS PARTICIPATION AND DISCLOSURE STATEMENT¹

PROJECT NAME:

1. ENTITY EXECUTING THIS STATEMENT

A. NAME AND ADDRESS

B. NATURE OF INTEREST IN PROJECT

C. TYPE OF DISCLOSURE (Check One)

Individual ____ Corporation ____

Partnership ____ Joint Venture ____
or other Unincorporated
Business Association
(Other than Partnership)

D. STATE AND LAW UNDER WHICH; THE DATE ORGANIZED; OR APPLICANT IS ORGANIZED TO COMMENCE BUSINESS:

2. VERIFICATION OF PRINCIPALS - CORPORATION, PARTNERSHIP, OTHER ORGANIZATION

A. List on the following page(s) (or attach separate page(s)) the names and home addresses of principals in the following:

¹A notarized certification must be made on the last page of this statement.



Construction of 2 ADA Elevators for the Manhattan Tram Station Project

i) **BUSINESS CORPORATION** - The principal officers, directors and each stockholder owning or controlling 10% or more of any class of stock. Relatives by blood or marriage and/or any fiduciaries, agents or nominees who, together with or on behalf of a single individual or family, control, in the aggregate, 10% or more of any class of stock should also be listed.

(ii) **NON-PROFIT CORPORATION OR ORGANIZATION** - The principal officers and members of the board of trustees or board of directors or similar governing body.

(iii) **PARTNERSHIP** - Each general partner and either the percent of interest or a description of the character and extent of interest.

(iv) **JOINT VENTURE OR OTHER UNINCORPORATED BUSINESS ASSOCIATION** - Each participant and either the percent of interest or a description of the character and extent of interest.

A. PRINCIPAL(S) NATURE OF INTEREST

Name and Home Address, Position, Title (if any) and including Zip Code Percent or Character of interest:

B. RELATIONSHIP TO OTHER ORGANIZATIONS

Is the entity a parent of, subsidiary of, or affiliated with any other corporation(s), firm(s), or organization(s)?

YES ____ NO ____

If YES, list each such corporation, firm or organization by name and address, specify its relationship to the entity, and identify the officers, stockholders, trustees common to the principal and such other corporation, firm or organization.



C. PRIOR INTEREST IN THE PROJECT

Has the entity or any person or entity listed in Section 2A or 2B hereof, or any relative thereof, owned, controlled or had any interest in the past with the design, construction, operation and/or maintenance of this project?

YES ___ NO ___

If YES, fully identify the parties, setting forth all details of such prior interests.

3. FINANCIAL RESPONSIBILITIES

A. The financial status of the Entity, for the period ending _____ is as reflected in the attached financial statement.

(NOTE) Attach to this statement a certified financial statement showing assets and liabilities, including contingent liabilities, income and expenditures, fully itemized in acceptance with generally accepted accounting principles. Publicly owned companies shall also submit the latest stockholders report. If the date of the certified financial statement or stockholders report precedes the date of this submission by more than six months, also attach a certified interim balance sheet reflective of the financial status of the Entity as of the end of the most recent quarter.

B. Has the Entity or any of its subsidiaries ever filed a petition in bankruptcy (either voluntary or involuntary) or been adjudicated a bankrupt, or filed for reorganization within the last ten years.

YES ___ NO ___

C. List all major creditors of the Entity. As used, herein, major creditor means any person or party who has loaned money to or guaranteed obligations of the Entity in the cumulative amount of \$50,000 or more within the last six months. As to each such major creditor, state name address description and amount of loan and/or guarantee and the present balance of the loan or guarantee. If none, so state here.

NONE _____



Construction of 2 ADA Elevators for the Manhattan Tram Station Project

D. Has the Entity or any of its subsidiaries been involved in any default, warranty or union dispute or malperformance proceedings during the past five years (either as plaintiff or defendant). Is there any litigation pending or threatened with regard to the entity or its subsidiaries or other event which may affect its financial status.

YES ____ NO ____

If YES, explain fully.

E. Provide five fiscal references including banks, suppliers and client(s).

F. Note approximate value of largest Contract performed during the past two years. Describe scope of work and services provided thereunder.

4. **EXPERIENCE AND QUALIFICATIONS** - (Answer on separate attachment)

A. List all current and prior projects in which relevant experience and

**Construction of 2 ADA Elevators for the Manhattan Tram Station Project**

expertise can be demonstrated. Describe the scope of work, the contracting parties and the dollar value of work undertaken. Also, specifically recount any and all contracts entered into with any other Federal, State or Municipal agency during the past five years, indicating the scope of work, the contracting parties and the dollar value of work thereof. If any litigation resulted from any of the contracts, it must be noted and explained.

- B. Cite number of employees and technical specialists who will contribute to this project.
- C. Cite number of technical, administrative and managerial personnel who will be assigned to this project. List titles, qualifications, applicable experience and number of hours they will be assigned to the project. Also cite number of new employees required to be hired for this project.
- D. List number of employees who will be represented by union bargaining units and list bargaining units.
- E. Note any other information which would serve to qualify the Entity to perform this project.

5. ASSURANCES

Entity Must Agree:

- A. To comply with all applicable laws, rules and regulations. Specifically, Entity will comply in both letter and spirit with rules and order that implement the Federal, State and Local Laws and directives with respect to non-discrimination by reason of race, color, creed, religion, national origin, sex, age, marital status or disability, as well as the provisions of the equal opportunity laws.
- B. To furnish such additional information or documentation as RIOC may require.



ATTACHMENT NO. 4

CERTIFICATION



CERTIFICATION

I certify that the information set forth in or attached to this Statement is true and correct.

I understand that RIOC and/or its assignees will rely on the information in or attached to this Statement and that this Statement is submitted and will be relied upon for the purposes of qualifying as a bidder. I also understand that as a result of information which is contained or omitted herein, RIOC may at its sole discretion determine that the qualifications presented are not suitable for the project. I further understand that the submission of this disclosure statement in no way obligates RIOC to issue a Contract thereafter.

I understand that this Statement is part of a continuing application, and until such time as a Contract is finally awarded I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested. I understand that this Statement is intended to be a written instrument under article 175 of the New York Penal Law, and that the making of any false statement or the omission of any material fact may subject me to prosecution under the law.

Signature & Title / Organization

STATE OF _____ SS

On this __day of _____, before me personally came _____

_____, known to me to be the person who executed the foregoing certification, and (s)he duly acknowledged to me that (s)he executed the same.

NOTARY PUBLIC



ATTACHMENT NO. 5

SCHEDULE D

**SCHEDULE D****DEFINITIONS UNDER ARTICLE 15-A REGULATIONS**

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

(a) “Certified business” shall mean a business verified by New York State as a minority or women owned business enterprise pursuant to Section 314 of the Executive Law.

(b) “Minority group member” shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

- (i) Black persons having origins in any of the Black African racial groups;
- (ii) Hispanic persons of Mexico, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America;
- (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian subcontinent or the Pacific Islands.

(c) “Minority-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (i) at least fifty-one percent owned by one or more minority group members;
- (ii) an enterprise in which such minority ownership is real, substantial and continuing;
- (iii) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) an enterprise authorized to do business in this state and independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a “personal net worth” (as defined in subdivision 19 of Section 310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and



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

(d) “Women-owned business enterprise” shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (i) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
- (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing;
- (iii) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) an enterprise authorized to do business in New York State and independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a “personal net worth” (as defined in subdivision 19 of Section 310 of the Executive Law) that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) an enterprise that is a “small business” pursuant to subdivision 20 of Section 310 of the Executive Law.



ATTACHMENT NO. 6

REFERENCE FORM



ATTACHMENT NO. 7

SAMPLE
ADDENDUM RECEIPT



**ROOSEVELT ISLAND
OPERATING CORPORATION**
of The State of New York



Andrew M. Cuomo
Governor

Charlene M. Indelicato
President/Chief Executive Officer

Susan G. Rosenthal
Vice President/General Counsel

BOARD OF DIRECTORS

James S. Rubin, Chairperson
Fay Fryer Christian
Dr. Katherine Teets Grimm
David Kraut
Robert F. Mujica Jr.
Howard Polivy
Michael Shinozaki
Margaret Smith

Request for Proposal Construction of 2 ADA Elevators for the Manhattan Tram Station Project
Date issued: #####

Addendum No. 1 receipt

Project Number: 16-32080

Project: Request for Proposal Construction of 2 ADA Elevators for the Manhattan Tram Station Project.

I have received, read and considered the issues that were raised in Addendum No. 1. Kindly complete this document and return with your proposal.

Signature

Print Name

Print Title

Print Company Name

Date



ATTACHMENT NO. 8

Contractor Certification (ST-220-TD) {Updated 01/08}
Contractor Certification to Covered Agency (ST-220-CA)



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)

ST-220-TD

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business		City	State
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()
Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



Page 2 of 4 ST-220-TD (12/11)

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)



Construction of 2 ADA Elevators for the Manhattan Tram Station Project

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

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

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____



ATTACHMENT NO. 9

EO 127 FORM

**Form 1 - Contractor Disclosure of Contacts****Instructions:**

New York State Executive Order Number 127 (EO 127) provides for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions.

In general, a procurement contract is defined as a contract, agreement or subsequent amendment involving an annualized expenditure in excess of \$15,000.00, but does not include those contracts that by law must be awarded to the lowest responsible bidder or based on the lowest price.

In the first instance, Section II, paragraph 1 of EO 127 obligates a covered agency or authority to obtain identifying information on every person or organization retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process. The covered agency or authority is also obligated to collect information on whether such person or organization has a financial interest in the procurement.

Thereafter, Section II, paragraph 2 of EO 127 continues to obligate a covered agency or authority to obtain such identifying information on every person or organization subsequently retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process. A covered agency or authority shall ensure that a contractor informs such agency or authority of persons or organizations subsequently retained, employed or designated by or on behalf of the contractor before the agency or authority is contacted.



Contractor Disclosure of Contacts Form

This form shall be completed and submitted with your bid/proposal or offer in accordance with Executive Order Number 127 (EO 127). Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above named person or organization have a financial interest in the procurement?
(Please circle) yes no



ATTACHMENT NO. 10

CONTRACTOR NON-DISCLOSURE

139-K

Standard Vendor Responsibility Questionnaire set out at
<http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.



Offerer 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: _____

Contract Procurement Number: _____

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? (Please circle):
No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
No Yes



6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____

Title: _____



ATTACHMENT NO. 11

**NON-COLLUSIVE
PROPOSAL CERTIFICATE/
NON-COLLUSIVE AFFIDAVIT**



NON-COLLUSIVE PROPOSAL CERTIFICATE. NON-COLLUSIVE AFFIDAVIT AND ACKNOWLEDGEMENT BY PROPOSER

Each Agency shall complete and submit with their Proposal the "Non-Collusive Proposal Certificate" the "Non-Collusive Affidavit" and the "Acknowledgment by Proposer" found on the following three (3) pages. These three completed documents shall be included in the sealed Proposal envelope.

NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this Proposal, each proposer and each person signing on behalf of any 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 knowledge and belief:

1. The prices in the 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;
2. 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 the opening, directly or indirectly, to any other proposer or to any competitor; and
1. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature)

(Date)

(Name and Title)

(Name of Firm)



NON-COLLUSION AFFIDAVIT

STATE OF: _____
SS

COUNTY OF: _____

I, _____ of the (City,
Town, Village) of _____ in the County
of _____ in the State of , _____ of full age, being duly
sworn according to law on my oath dispose and say that:

I am _____ an officer of the firm of
_____ the vendor making the
Proposal for the above named work, and that I executed the said Proposal with full authority to
do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in
any collusion, or otherwise in connection with the above named work; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the Roosevelt Island Operating Corporation as Owner relies upon the truth of the
statements contained in said Proposal and in the statements contained in this affidavit in
awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by _____
(Name of Agency)

Subscribed and sworn to by: _____
(Also type or print name and title of affiant under signature)

Before me this day: _____

of _____, 20__

Notary Public of _____

My commission expires _____ 20__



THIS AFFIDAVIT MUST BE COMPLETED BY ALL VENDORS SUBMITTING PROPOSALS

ACKNOWLEDGEMENT BY PROPOSER

IF INDIVIDUAL OR INDIVIDUALS:

STATE OF _____

COUNTY OF _____ SS.:

On this _____ day of _____, 201____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

IF CORPORATION:

STATE OF _____

COUNTY OF _____ SS.:

On this _____ day of _____, 201____, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address)

that he/she is the (give title) _____ of the (name of corporation) , _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

IF PARTNERSHIP:



Construction of 2 ADA Elevators for the Manhattan Tram Station Project

STATE OF _____

COUNTY OF _____ SS.:

Notary Public, State of _____

Qualified in _____

Commission Expires _____

On this _____ day of _____, 201_____, before me personally

appeared _____ to me known, to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____



ATTACHMENT NO. 12

INSURANCE REQUIREMENTS

**Roosevelt Island Insurance Requirements**

The Contractor shall insure and shall require each of its subcontractors to carry the following insurance:

Commercial General Liability Insurance providing both bodily injury including death and property damage insurance in a limit of not less than two million dollars (\$2,000,000.00) combined single limit basis. Such insurance is to be written on an occurrence basis and shall name each of the Indemnitees as an Additional Insured.

Automobile Liability and Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limit for both bodily injury and property damage;

Contractor shall provide Worker's Compensation Insurance and Employer's General Liability Insurance as required under the Worker's Compensation Law.

Certificates of Insurance for all aforementioned coverages shall be provided to RIOC prior to the commencement of Work and bear notations evidencing a minimum of 10 day cancellation notice to RIOC. Such insurance policies shall name RIOC, the Empire State Development Corporation, the Division of Housing and Community Renewal, the State of New York and the City of New York as additional insureds.

Certificates all addressed to:

Director of Engineering
Roosevelt Island Operating Corporation
591 Main Street
Roosevelt Island, New York 10044

RIOC will keep certificates on file for the other New York State and New York City Agencies.



ATTACHMENT NO. 13

M/WBE UTILIZATION PLAN



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

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Roosevelt Island Operating Corporation and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

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 state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organizations' obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____



Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation
_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation
_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____



Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation
_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation
_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____



STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Reporting Entity:

Report includes Contractor's/Subcontractor's:

- Work force to be utilized on this contract
- Total work force

Offeror

Subcontractor

Subcontractor's name _____

Offeror's Name:
 Offeror's Address:

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification							Work force by Disability						
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):

TELEPHONE NO.:
 EMAIL ADDRESS:

DATE:

NAME AND TITLE OF PREPARER (Print or Type):

Submit completed with bid or proposal M/WBE 101 (Rev 11/08)



Construction of 2 ADA Elevators for the Manhattan Tram Station Project

General Instructions: The work force utilization (M/WBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

- 9. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
10. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
11. Check off the box that corresponds to the reporting period for this report.
12. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
13. Enter the total work force by EEO job category.
14. Break down the total work force by gender and enter under the heading 'Work force by Gender'.
15. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
16. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
ASIAN & PACIFIC a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
ISLANDER
NATIVE INDIAN (NATIVE AMERICAN/ALASKAN a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

NATIVE)

OTHER CATEGORIES

- DISABLED INDIVIDUAL any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.
VIETNAM ERA VETERAN a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
GENDER Male or Female



ATTACHMENT NO. 14

**REQUEST FOR M/WBE
WAIVER FORM**



REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.	
Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	MWBE Goals: MBE % WBE %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote MWBE participation pursuant to the MWBE requirements set forth under the contract.	
Contractor is requesting a:	
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified MWBE, but an application for certification has been filed with EmpireState Development.) Date of such filing with EmpireState Development: _____	
PREPARED BY (Signature):	Date:
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	
Name and Title of Preparer (Printed or Typed):	Telephone Number: Email Address:
***** FOR MWBE USE ONLY *****	
Submit with the bid or proposal or if submitting after award submit to: Roosevelt Island Operating Corporation Procurement Manager 591 Main Street Roosevelt Island, NY 10044	REVIEWED BY: DATE: Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:
MWBE 104(Revised 11/08)	



ATTACHMENT NO. 15

**ENCOURAGING USE OF NEW YORK
STATE BUSINESSES IN CONTRACT
PERFORMANCE**



ATTACHMENT NO. 16

PREVAILING WAGE SCHEDULE

<https://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm>



ATTACHMENT NO. 17

Contractor's SDVOB Utilization Plan



SERVICE-DISABLED VETERAN-OWNED-BUSINESS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

Offeror's Name:
 Address:
 City, State, Zip Code:
 Telephone No.:
 Region/Location of Work:

Federal Identification No.:
 Solicitation No.:
 Project No.:
 SDVOB Goals in the Contract: %

1. Certified SDVOB Subcontractor/s/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontractor/Supplies/Services and Intended performance dates of each component of the contract.
A.	NYS OGS CERTIFIED			
B.	NYS OGS CERTIFIED			

6. IF UNABLE TO FULLY MEET THE SDVOB GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (SDVOB 104).
 7. UTILIZATION OF CERTIFIED SDVOB ENTERPRISES MAY NOT BE COUNTED TOWARDS UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

PREPARED BY (signature):
 DATE:

TELEPHONE NO.: _____ EMAIL ADDRESS: _____
 FOR SDVOB USE ONLY
 REVIEWED BY: _____ DATE: _____

NAME AND TITLE OF PREPARER (Print or Type):
 SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE SDVOB REQUIREMENTS SET FORTH IN THE NYS SERVICE-DISABLED VETERAN-OWNED BUSINESS ACT AND ARTICLE 17-B, AND THE ABOVE-REFERENCED SOLICITATION, FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

UTILIZATION PLAN APPROVED: YES NO Date: _____
 Contract No.: _____ Project No. (if applicable): _____
 Contract Award Date: _____
 Estimated Date of Completion: _____
 Amount Obligated Under the Contract: _____
 Description of Work: _____
 NOTICE OF DEFICIENCY ISSUED: YES NO Date: _____
 NOTICE OF ACCEPTANCE ISSUED: YES NO Date: _____

SDVOB 103



Office of
General Services

Division of Service-Disabled
Veterans' Business Development

Attachment Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and

functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Are you a bidder/proposer that is a NYS-certified SDVOB? Yes No If yes, what is your DSDVBD Control #?

Will NYS-certified SDVOBs be used in the performance of this contract? Yes No

If yes, identify the NYS-certified SDVOBs that will be used below (if more than 4 identified, please attach an additional form):

NYS-Certified SDVOB 1:

Name
Address
Control # Contract # Total % Work Performed \$ Amount
Nature of Participation

NYS-Certified SDVOB 2:

Name
Address
Control # Contract # Total % Work Performed \$ Amount
Nature of Participation

NYS-Certified SDVOB 3:

Name
Address
Control # Contract # Total % Work Performed \$ Amount
Nature of Participation

NYS-Certified SDVOB 4:

Name
Address
Control # Contract # Total % Work Performed \$ Amount
Nature of Participation

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.



ATTACHMENT NO. 18
Request for SDVOB Waiver Form



REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.					
Offeror/Contractor Name:	Federal Identification No.:				
Address:	Solicitation/Contract No.:				
City, State, Zip Code:	SDVOB Goals: %				
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote SDVOB participation pursuant to the SDVOB requirements set forth under the contract.					
Contractor is requesting a:					
1. <input type="checkbox"/> SDVOB Waiver – A waiver of the SDVOB Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial					
2. <input type="checkbox"/> Waiver Pending OGS Certification – (Check here if subcontractors or suppliers of Contractor are not certified SDVOB, but an application for certification has been filed with the OGS) Date of such filing with the Office of General Services: _____					
PREPARED BY (Signature):	Date:				
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE SDVOB REQUIREMENTS SET FORTH UNDER THE NYS SERVICE-DISABLED VETERAN-OWNED BUSINESS ACT AND ARTICLE 17-B. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.					
Name and Title of Preparer (Printed or Typed):	Telephone Number: _____ Email Address: _____				
Submit with the bid or proposal or if submitting after award submit to:	<table border="1"> <tr> <td colspan="2">REVIEWED BY: _____ FOR RIQC USE ONLY _____</td> </tr> <tr> <td>DATE: _____</td> <td>DATE: _____</td> </tr> </table>	REVIEWED BY: _____ FOR RIQC USE ONLY _____		DATE: _____	DATE: _____
REVIEWED BY: _____ FOR RIQC USE ONLY _____					
DATE: _____	DATE: _____				
Rudolph Rajaballeh Roosevelt Island Operating Corp. 591 Main Street, Roosevelt Island, NY 10044-0002	Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> OGS Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments: _____				
SDVOB 104					



ATTACHMENT NO. 19

Vendor Responsibility Attestation



AC 3290-S (Rev. 9/13)

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.



NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name*		EIN	
Address of the Principal Place of Business (street, city, state, zip code)		New York State Vendor Identification Number	
		Telephone ext.	Fax
Email		Website	
Additional Legal Business Entity Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf



AC 3290-S (Rev. 9/13)

NYS Vendor ID: _____

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership (Enter 0% if not applicable)



NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:
Note: Select only one.
 Legal Business Entity
Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)
 Organizational Unit within and operating under the authority of the Legal Business Entity
SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.
Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) <u>Reporting Entity Name</u>	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code)	Telephone ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>	
c) Attach an <u>organizational chart</u>	
d) Does the Reporting Entity have a <u>DUNS Number</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," enter <u>DUNS Number</u>	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . <i>For each person, include name and title. Attach additional pages if necessary.</i>	
Name	Title



NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	



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V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	



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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	



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IX. ASSOCIATED ENTITIES	
<i>This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of "associated entity" for additional information to complete this section.)</i>	
9.0 Does the Reporting Entity have any Associated Entities? Note: All questions in this section must be answered if the Reporting Entity is either: - An Organizational Unit; or - The entire Legal Business Entity which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any Associated Entity:	
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	



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X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone ext.	Fax
Title	Email	



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Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public