



Roosevelt Island Operating Corporation

Request for Proposals ("RFP") Operator for the Roosevelt Island Youth Center

RFP #: 16-32331



Publication Date: September 21, 2016
Response Date: November 4, 2016; by 3:00 P.M.



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I. INTRODUCTION

A. Invitation to Submit Proposal

The Roosevelt Island Operating Corporation ("RIOC" or "Owner") hereby invites a not-for-profit organization or public/governmental entity¹ with the appropriate experience, qualifications and capacity to submit proposals to operate and manage ("the Operator") the Roosevelt Island Youth Center, located at 506 Main Street, Roosevelt Island, New York, 10044.

The Operator of the Roosevelt Island Youth Center will provide year-round leadership, educational, recreational and cultural programs of exceptional quality. These programs will target a diverse group of Island youth across the age spectrum and be provided free of charge. The Operator is expected to provide all personnel, materials and equipment to operate the facility. The successful Operator will also be expected to perform all tasks indicated in the Scope of Work to ensure the long-term stability and viability of the Roosevelt Island Youth Center.

The facility is a two-story, approximate 7,000 square foot building, comprised of several rooms of varying size. While the successful Operator will have the majority of that space to run its youth programs, other parts of the facility will be reserved for other community purposes. The successful Operator will enter into a Lease (for the facility), an Operating Agreement (to run the facility) and a \$200,000 dollar Grant Agreement. Each agreement will be for an initial three (3) year period, with two, one-year extensions at RIOC's option. The value of the Lease Agreement will be considered an in-kind grant from RIOC; and the Grant Agreement will be renewed annually, subject to the availability of RIOC funds.

The Lease, the Operating Agreement, and the Grant Agreement shall all run concurrently, and shall also be contingent upon the Operator's compliance with ongoing reporting requirements established by RIOC as well as mutually agreed upon performance measures and contract deliverables. RIOC reserves the right to terminate the Lease, the Operating Agreement, and the Grant Agreement in the event these performance measures and other reporting requirements are not met by the Operator, to RIOC's satisfaction, or for any other reason. Termination of one agreement may result in the termination of all three agreements.

The successful Operator will be required to maintain non-profit status and demonstrate compliance with annual State and Federal reporting requirements for non-profit organizations, including but not limited to the New York Non-Profit Revitalization Act of 2013, and certified as "tax exempt" under Internal Revenue Code (IRC) section 501(c)(3) or 501(c)(4). Please note that

¹ To the extent that certain provisions and other requirements of this RFP specifically apply to non-profit organizations and are not applicable to public/governmental entities, such public/governmental entities may disregard those provisions and/or requirements.

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organizations recognized under IRC section 501(c)(4) as tax exempt social welfare organizations, will be prohibited from using the in-kind donation and/or supplemental grant for any political or lobbying activities. Annual reporting of grant money expenditures will also be required, to the satisfaction of RIOC.

Neither the submission of a response to this RFP by any entity nor the acceptance of such response by RIOC will obligate RIOC in any manner whatsoever. RIOC reserves the right to accept or reject any or all proposals received in response to this RFP and further reserves the right to seek clarification to any proposals submitted by Bidders thereof. Legal obligations will only arise upon execution of a formal agreement by RIOC and the Operator selected by RIOC.

B. RFP Schedule

RFP Schedule	
Event	Date
RFP Publication Date	September 21, 2016
Pre-Bid Meeting Date	October 5, 2016; at 11:00 A.M.
Request for Information Cutoff Date	October 17, 2016; by 3:00 P.M.
RFP Responses Due Date	November 4, 2016; by 3:00 P.M.
Shortlist Interviews	Week of November 14, 2016
Anticipated Award	December 15, 2016

II. BACKGROUND

RIOC was created by New York State as a public benefit corporation and charged with the duty to develop, operate and manage Roosevelt Island. To date, these broad goals have furthered the development of seven residential complexes, including a build-out that provides approximately 5,758 units of housing to this thriving mixed-income community. The Island’s 147 acres support a population of about 14,000 residents. The Corporation operates, among other things, a renovated Aerial Tramway, an on-Island bus service, and maintains a safe environment for the Island’s residents, workers and visitors.

As part of its mission, the Corporation strives to enhance the quality of life of Roosevelt Island residents and the people of New York State, by promoting public facilities, open spaces and commercial facilities on the Island. One such facility is the Roosevelt Island Youth Center (RIYC), which provides essential services to an important part of the Island population. The Center, controlled by the Roosevelt Island Operating Corporation (RIOC), is housed inside a two-story,

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approximate 7,000 square foot, multi-room facility with amenities, including a kitchen, patio garden, and offices.

The Youth Center is situated between the Roosevelt Landings complex, an apartment building containing 1003 units, and the future site of the Roosevelt Island branch New York Public Library. The Center, through a not-for-profit, currently offers an after-school program schedule 5 days a week, additional programming on some weekends, and a summer program. The space, over 40 years old, is scheduled to undergo renovations, with project completion expected before the start of this contract. To the extent the renovations are not completed before the start of this contract, RIOC intends to perform the contemplated renovations without the need to close the Youth Center.

III. RFP KEY POINTS

- **Read the RFP in its entirety.** Note key items such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
- **Only correspond with the “Designated E-mail Contact for Bidders.”** Note the name and e-mail address of the “Designated Contact(s),” i.e., the only individual(s) you are allowed to contact regarding this RFP — as specified in the “Instructions to Bidders”.
- **Check the RIOC website often.** All amendments, clarifications, Bidder questions with RIOC responses, along with any announcements relating to this bid will be posted on RIOC’s web site at <http://rioc.ny.gov/proposal.htm>. It is the Bidder’s responsibility to check RIOC’s website periodically for any updates. All applicable amendment information must be incorporated into the Bidder’s proposal. Failure to include this information in your proposal may result in disqualification or a reduced technical score.
- **Take advantage of the question and answer period.** Submit your questions to the Designated Contact by the date listed in the Schedule of Events.
- **Provide complete answers/descriptions.** Bidder proposals must completely address all qualifying and mandatory requirements. To ensure you are not disqualified from the bid evaluation process, thoroughly read all proposal requirements and provide complete responses.
- **Review the RFP document and your proposal.** Make sure all requirements are addressed and all copies are identical and complete.
- **Package your proposal as specified in the RFP.** Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive leading to disqualification of the bid.

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- **Submit your proposal on time.** Proposals received after the date and time listed in the Schedule of Events will not be considered for award except as indicated in section "NYS Reserved Rights" on page 10 and may be returned, unopened, to the sender.

IV. PROPOSAL CONSIDERATIONS

A. Scope of Services

1. Planning & Design of Youth Oriented Services

The Operator will independently manage the Youth Center and will provide youth programs and services, including leadership development programs; sports, fitness and recreation programs; arts and cultural programs; and health/life skills programs. All programs must be offered free of charge. This programming will serve a diverse Roosevelt Island youth population and the entire spectrum of youth age groups.

The selected Youth Center Operator will be responsible for soliciting and managing youth activity by staff or independent organizations to provide high quality programs and services such as multi-media training, dance classes, computer training, art and music classes, science classes, leadership programs, high school/college/job preparation, homework assistance and other educational programs.

Key responsibilities include, but are not limited to:

- Executing a Lease Agreement with RIOC and securing supplemental grants
- Arranging for Youth educators, trainers and activity leaders
- Cooperating and collaborating with other entities (such as Cornell Technion) in providing youth classes and other activities for all youth groups.
- Developing of a Business Plan that can be marketed for philanthropic purposes
- Developing annual budgets, operational costs, and fundraising strategies

2. Operation of the Youth Center

The successful Operator will oversee all youth programs at the facility and may also be permitted to conduct programs at additional Island locations (e.g. sports fields). These activities will require permits issued by RIOC, at no additional cost to the Operator. The Operator will also provide the following services:

- Building management & security
- Payment of operating expenses
- Building maintenance (such as janitorial duties and other ordinary replacements)

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- Selection and monitoring of youth service staff and other providers
- Coordination of youth services (hours/activity spaces/materials)
- Enforcement of Youth Center rules and regulations
- Marketing and public awareness/involvement
- Preparing an annual programmatic budget, along with a quarterly accounting of grant expenditures

B. Agreement Terms

The successful Operator will be expected to enter into a Lease, and an Operating Agreement with RIOC for the Roosevelt Island Youth Center. The Operator will also enter into a three-year RIOC Grant Agreement, which shall be concurrent with the terms of the Lease, and the Operating Agreement. In the event that the Lease or the Operating Agreement is terminated by RIOC for any reason, all agreements that the Operator has with RIOC will also be subject to immediate termination.

The terms of the Lease and the Operating Agreement will be negotiated with the successful Operator. The initial lease will be for three (3) years, with an option to renew for two more one-year terms, at RIOC's sole discretion; however, Bidders are encouraged to consider and present terms that best support their proposals and further support RIOC's mission. The Grant Agreement will be renewed annually subject to availability of RIOC funds, and the Operator's satisfaction of quarterly and annual reporting requirements established by RIOC. The successful Operator will be responsible for the operation, and management of the Youth Center, including all related costs.

Pursuant to Article 15-A of the Executive Law, NYS agencies are required to establish participation goals for minority and women-owned business participation in their contracting activities, including grant agreements.

As part of the Grant Agreement, the successful Operator will be encouraged to use up to 30% percent NYS-certified minority and/or women based enterprises for non-personal services. In furtherance of this requirement the successful Operator will also be expected to submit an annual projected operating budget that allows RIOC to determine the total available non-personal services for participation goals. RIOC will work with the successful Operator to identify goods or services where it would be feasible to use M/WBE contractors or suppliers to meet those goals. Typically, those areas include Supplies & Materials, Contractual Services, and Equipment. For more information on the State's MWBE program please review <http://www.esd.ny.gov/MWBE.html> or the Designated Contact for this solicitation.

C. Expenses NOT Covered by RIOC

The Operator will be expected to cover the following expenses necessary to provide services:

- Lighting fixtures (except general space lighting in the form of recessed cans or 2x2 fluorescent grid)
- Audio/Visual equipment
- Artwork
- Office furniture
- Movable partitions (if and where applicable)
- Computer equipment
- Additional equipment purchased by the Operator that Operator deems necessary to provide services

D. Community Expectations

- The Youth Center should be accessible to Roosevelt Island residents and is expected to serve Roosevelt Island youth;
- The Youth Center should support and foster opportunities for young people across the age spectrum, including but not limited to providing a safe place to learn, grow and establish ongoing relationships with caring and experienced professionals;
- The Youth Center should provide life-enhancing programs and character development experiences;
- The Youth Center will be given preference with respect to the use of island fields and the sports facility. The terms of their use/occupancy shall be subject to RIOC's permitting process with the understanding that permit fees will be waived.
- The Operator shall produce, present, and facilitate the programming and presentation of services for the Youth Center, as needed, to help ensure that the Youth Center offers Roosevelt Island youth a full and continuous calendar of ongoing programs and events, minimizes periods of inactivity, in a fiscally responsible manner.
- The Operator/Manager will work with RIOC, Roosevelt Island youth organizations and other stakeholders to establish the Youth Center as a safe and vibrant destination for Island youth.

E. Compliance with Initial and Ongoing RIOC Requirements

The Operator will be required to maintain appropriate licenses and permits for all provided services, activities, and programs. RIOC reserves the right to ask for proof of proper licensing as well as the Operator’s consent to authorize RIOC to communicate with the licensing entities and obtain access to relevant files and documents reflecting performance, fiscal and other evaluations performed of the Operator by the licensing and funding entities.

If the Operator is a non-profit organization, it must also provide the following to RIOC with the proposal²:

- Certificate and Articles of Incorporation or other certification by New York State of business/legal status
- 501(c)(3) or 501(c)(4) tax exempt certification
- Most recently filed IRS 990 Form
- CHAR 500 or CHAR 410
- Current Financial Statement Signed by Treasurer (or comparable position)
- Most recent Audited Statement (as applicable)
- Board Profile, including names of board members, a brief profile of each, their employer or affiliation, years on the board, office held and committee participation
- By-laws, or other rules, regulations, guidelines internally adopted as governing the Operator
- Resume or CV for each member of senior leadership
- Most recent detailed budget identifying all sources of funding
- List of staff required for proposed programming (including titles, job descriptions, salaries, and special licenses/requirements)
- Certifications from the Operator stating the following:
 - a) Operator will certify that they “will not propose grants for any organization in which, they, directly or indirectly, through business, investment or family, have or are negotiating to obtain, an ownership or investment interest or a compensation arrangement, or from which they otherwise expect to receive any direct benefit not otherwise available to the community.”
 - b) The Operator will certify that they are in compliance with all applicable laws, rules and regulations, including but not limited to the New York Non-Profit Revitalization Act of 2013 (where applicable).

² For those documents required by law to be made available annually, the Operator shall provide RIOC with the most recent copy of such document. By-laws, resumes, and other documents shall be provided to RIOC as they may be amended from time to time.

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- c) The Operator will certify that all required documents and statements therein are true and accurate and that they will comply with all requirements, requests for information, rules and regulations of the Roosevelt Island Operating Corporation.

RIOC also requires quarterly updates and an annual report that measure the benefits and impacts of the proposed programs and services offered at the Roosevelt Island Youth Center including but not limited to:

- o Number of participants (including resident and at-risk youth)
- o Demographics served
- o Days and hours of operation
- o Programs and activities offered
- o List of activities offered in partnership with others (including public/governmental entities)
- o Major accomplishments
- o Other sources of funding
- o The Operator shall submit an EEO Workforce Utilization Report, and shall require each of its subcontractors to submit an EEO Workforce Utilization Report, as mandated by Article 15-A of the Executive Law, in such format as shall be required by RIOC on a quarterly basis during the term of the Operating Agreement. This Report will be supplied by RIOC.
 - Separate forms shall be completed by Operator and any subcontractor

V. PROPOSAL REQUIREMENTS

Bidders shall provide a detailed description of all proposed programs and an implementation plan for the Youth Center. The Operator will provide a safe and developmentally appropriate environment for Roosevelt Island youth during after-school, evening, summer and weekend hours. Such programming may include academic, civic, creative, social, physical and emotional developmental programs for the island youth and serve the needs of the island's diverse families.

A. Each Response should contain the following:

- A detailed proposal demonstrating the Operator's understanding of the RFP, including Section IV.
- A detailed narrative of the Operator's proposed approach to operating and managing the Youth Center, working with the community and engaging other local and city-wide youth organizations.
- Demonstration of Operator's compliance with the Desired Experience and Qualifications outlined in V.B, below.
- A time line for seasonal scheduling throughout the year.

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- A list of personnel that will be part of the operation team, including their resumes and work experience.
- Include at least two examples of similar work completed in other communities.
- Include the hourly fee schedules for each staff member.
- Include total operational costs of the proposed plan.
- Proposal should outline the experience of the Operator including current and past Educational and Recreational Programs and Activities experience, including a list of other related services/programs previously administered with detailed information of each program.
- Include highlights of accomplishments and positive benefits to the community from programs created or developed and administered in the past 5 years by the Operator.
- Provide any information that would help RIOC determine Operator's eligibility to provide daily operations at the Youth Center including references and letters of support.
- Comply with any applicable laws, including federal, state, or local code or ordinance.

B. Management of the Youth Center and Related Programs

Operators shall provide a Management/Operations Plan and outline a strategy to manage all proposed programs and activities. The Management Plan must include the following:

- 1) Outline the necessary marketing objectives to create public awareness of the programs offered at the Youth Center.
- 2) List and summarize the staff required, including number and title of positions and roles to manage operations and to administer the programs and services proposed.
- 3) Describe and outline the facilities Management Plan to provide the necessary management of the Center.
- 4) Set forth the hours of operation(s) for the facility as well as for the various programs and services.
- 5) Describe the goals for Roosevelt Island youth and explain how the organization's programs will benefit them.
- 6) Describe how the organization can provide financial sustainability now and in the future (list funding sources).
- 7) Describe how the organization will give equal opportunities to boys and girls, and for Roosevelt Island youth.

C. Considerations

- Utilize the facility primarily for Roosevelt Island youth programs and activities.

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- The facility is currently available up to seven days a week, between the hours of 10:00 a.m. and 11:00 p.m.
- RIOC reserves the right to use some portion of the Youth Center space for other public uses and/or other purposes. RIOC will coordinate with the Operator to minimize any program disruptions that may occur, if at all.
- RIOC will require all staff/volunteers working with youth to submit to and pass a criminal background and license check. All staff/volunteers of the Operator shall agree to be fingerprinted by a vendor of RIOC's choosing, for such purpose. This requirement shall be ongoing for any staff/volunteer that rotates into the Youth Center programs and activities; and the Operator also agrees to promptly inform RIOC of any new staff/volunteers that intend on working at the Youth Center.
- Demonstrate ability to pay for the following expenditures:
 - Cleaning services
 - Routine and ordinary maintenance of the Youth Center facility
- Financially responsible for any damage that occurs during the organization's use at the Youth Center including but not limited to:
 - Facility damage: windows, walls, floor, etc.
 - Fixtures: lights, fire extinguishers, etc.
 - Keys: security access cards, interior keys, etc.
- Responsible for the set-up, clean-up and supervision of activities conducted at the Youth Center.
- There must be supervision and monitoring of the entrance into the facility during hours of operation.
- Any proposed alterations to the Youth Center may be considered so long as they serve the maximum benefit to the community. All proposed alterations are subject to the consent of RIOC. Facility alterations must be installed by RIOC and paid for by the Operator.
- Accept facility in "as is" condition.
- Provide any and all necessary equipment and supplies to operate the organizations programs and activities.
- Operator may not place permanent facility signage on the interior or exterior of the facility.

Additional Proposal Response Requirements:

A. Organizational Capacity

Operators must demonstrate that they have the organizational capacity to effectively operate a non-profit organization (where applicable), undertake contracts and deliver services in a cost-effective manner. Bidders shall include answers to the following questions as part of the Proposal to demonstrate how the Operator manages its

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workforce and operations, whether it has the basic capacity to carry out its mission, and whether it maintains a supportive work climate:

1. Does the Operator have a system in place whereby someone within the organization is authorized to receive money, and someone else is authorized to disburse money?
2. Does the Operator have an automated payroll system?
3. Does the Operator use an electronic financial management system?
4. Does the senior staff team meet on a regular and consistent basis?
5. Does the Operator conduct regular annual performance evaluations for staff?
6. Is staff required to participate in training (including re-certification training where applicable) annually?
7. Identify the information technology and telecommunications systems used by the Operator (telephone, internet, email account, mobile device, facsimile, website, etc.).

B. Legal and Regulatory Compliance

The Operator must be able to present evidence that it has the appropriate legal structure in place to transact business in the State of New York. The Operator must also demonstrate that it has all necessary licenses, certifications, accreditations, registrations and other documents verifying its ability to perform its primary services. Therefore, operators must also include answers to the following questions as part of the Proposal:

1. Did a quorum of the Board of Directors meet regularly throughout the year in conformance with the Operator's By-laws?
2. Does the Board of Directors take and maintain minutes of all of its regular meetings, in compliance with the By-laws? (Submission of board minutes is not required)
3. Is the frequency with which the Board meets throughout the year consistent with the Operator's By-laws?
4. Did the Board committees meet regularly throughout the year in conformance with the Operator's By-laws? (If the By-laws do not describe the board committee structure, please describe the number of times each committee met during the past year).
5. Indicate all of the items the Board of Directors reviews and/or approves (annual operating budget (including but not limited to cleaning services for the facility as well as all routine and ordinary maintenance), executive performance and compensation, fundraising plan, internal controls, fiscal controls, annual audit, Form 990, performance outcomes, other).
6. Does the Operator's Board review financial statements on a regular and consistent basis? How frequently does the Board or Board committee review financial statements?

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7. Does the Operator reconcile bank statements on a monthly basis? If not, how often are bank statements reconciled?
8. State whether the Operator has implemented internal fiscal controls (e.g. by separating fiscal functions).
9. Identify those individuals with contract signature authority.
10. Identify those individuals with check writing authority.
11. Please provide all licenses, accreditations, and permits required for the Operator's business with any other documents requested in this RFP.
12. Does the Operator's senior management team regularly view the organization's overall performance data? If not, please describe the organization's practice regarding performance data review.
13. Which of the following policies and procedures does the Operator have in place?
 - a. Anti-Nepotism Policy
 - b. Staff Code of Conduct
 - c. Board of Directors Conflict of Interest Policy
 - d. Conflict of Interest Policy
 - e. Diversity Policy
 - f. Fiscal/Internal Controls Policy
 - g. Supervision and Performance Evaluation Policy
 - h. Document Retention Policy
 - i. Continuity of Operations Plan
 - j. Emergency Preparedness Policy
 - k. Whistleblower Policy
 - l. Security Policy
 - m. Succession/Transition Policy
 - n. Personnel Recruitment/Screening/Hiring Policy (including criminal background and license check)
 - o. Personnel Retention and Retention Plan
 - p. None of the Above
14. Does the Operator have a written and posted Equal Employment Opportunity (EEO) policy?

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- 15. Please provide the Operator’s Certificate of Assumed Name or DBA, if applicable, or indicate if inapplicable.
- 16. Does the Operator have an M/WBE policy regarding any work it conducts with outside providers, subcontractors, consultants, vendors or partners?
- 17. Does the Operator have a SDVOB policy regarding any work it conducts with outside providers, subcontractors, consultants, vendors or partners?

Desired Experience and Qualifications for Operator/Manager:

- At least ten (10) years of experience operating, maintaining and managing space of at least 2,000 SF for not-for-profit (where applicable) recreation, enrichment and cultural organizations, including facilities management, scheduling, developing operating budgets, etc.
- Strong financials
- Successful fund-raising and marketing experience, infrastructure and capacity
- Prior successful experience working with racially, ethnically and economically-diverse communities.

VI. SELECTION CRITERIA

In evaluating qualifications submitted pursuant to this RFP, RIOC places high value on the following factors, not necessarily in order of importance:

- A. Overall organization, completeness, and quality of the proposal, including cohesiveness, clarity of response and demonstrated understanding of youth services, programming and facilities management.
- B. Relevant experience
 - 1. The general qualifications and experience of the proposed team
 - 2. Level of experience with community outreach, fundraising and collaboration, and youth development.
 - 3. Level of success attained with comparable projects in relevant communities
- C. Financial capacity
 - 1. Current financial health
 - 2. Demonstrated fundraising ability

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3. Demonstrated successful experience in effectively leveraging third-party reimbursement streams and public and private funding for youth oriented programs and educational services.

D. Organizational Capacity to operate a Youth Center that encourages community and city-wide partnerships

E. Programmatic Vision

1. Marketing Plan
2. Diversity and commitment to equal opportunity programs

F. Incorporation of Youth Service Partners

1. Demonstrated experience working in collaboration with key stakeholders such as school districts, job training organizations, families and students to design and implement services for youth.

Proposal Scoring Methodology / Evaluation Process

Proposal Criteria	Maximum Points
<p>1. Experience: Experience of the Operator in current and past implementation of After School Programs/Services and Recreational Programs and Activities, including a list of other related services/programs previously administered with detailed information of each program. Experience shall also include Operator’s key personnel/employees who will actively participate in the administration and management of programs and day-to-day Youth Center operations; as well as highlights of accomplishments and positive benefits to the community from programs created or developed and administered in the past 5 years by the Operator.</p>	30
<p>2. Management & Operation Plan: this criterion will evaluate the proposed management and operation plans including the following:</p> <ul style="list-style-type: none"> • Outline of marketing objectives to create public awareness of the programs offered at the center; • Summary of the staff required, including number and title of positions and roles, to manage operations and to administer the programs and services proposed; • Clear description and outline of the proposed annual programs for the Youth Center and their operations; • Hours of operation(s) for the various programs and services; 	30

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Proposal Criteria	Maximum Points
3. Financial Capability: RIOC will examine the financial information provided with the proposal (as specified in Exhibit 1, Schedule C), as well as pertinent information provided in the VendRep form in order to determine the Bidder's ability to perform the services.	20
4. Interview: Bidders with a minimum, average score of 60 points will be invited to an interview that will be conducted by the RIOC Selection Committee.	20
Maximum Available Points	100

RIOC will evaluate each proposal based on the criteria listed above. Each reviewer's score will be combined to provide an average score.

Interviews will be conducted as follows:

1. Each finalist who scores an average of at least 60 points with respect to categories one through three from above, will be notified of the date and time of their Interview and whether such Interview will be conducted via telephone, video conference or in person. The Interview should further demonstrate the bidder's ability to provide the required services.
2. Following the Interview(s), RIOC will finalize the scoring of each finalist interviewed on the criteria listed above. The selection of the successful Operator will be the Operator with the highest combined average score.

VII. GENERAL TERMS AND CONDITIONS

A. Restricted Period

As provided in the Lobbying Form appended to this RFP at Appendix E, Bidders are restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract. Helpful background and guidance related to legislative requirements imposed upon a Bidder may be found in Appendix E, as well as item 7 of the Instructions to Bidders below.

Accordingly, interested parties may contact the Designated Contact, Rudolph Rajaballey, by email only at: rpbids@rioc.ny.gov

B. Registered Intent to Bid

As stated in the "RFP Key Points," it is the Bidder(s) responsibility to check RIOC's website for any addenda and to include such addenda with their proposals. For those Bidders electing to register their intent to submit a proposal, RIOC will make reasonable attempts to notify each registered Bidder of posted addenda or changes in the bid document for the specific project registered. Bidders may register their intent to submit a proposal for this RFP by sending an e-mail to the Designated E-mail Contact for Bidders by the Request for Information Cutoff Date outlined in the "Timeline for RFP," below. *Please provide your e-mail address, name of registering business entity, and name of the authorized contact within the body of the e-mail.*

Pre-Bid Meeting/Walkthrough

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

C. NYS Reserved Rights

RIOC reserves the right to:

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

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

VIII. SUBMISSION REQUIREMENTS/INSTRUCTIONS TO BIDDERS

A. Submission Procedures

Interested firms (each "Operator") are required to follow the guidelines and instructions contained in this RFP. In the event it becomes necessary to revise any part of this RFP, revisions will be provided by addenda posted on the RIOC website (<https://rioc.ny.gov/proposal.htm>)

1. Bidders **MUST** submit:

- a. one (1) original with all documents required to be signed in ink and three (3) copies of the proposal including any and all forms and attachments. Proposals should be indexed clearly marking the different items included in Part A and B below, and
- b. one electronic copy (CD) of the complete submission, including any and forms and attachment in PDF format. The inclusion of the required CD without also submitting the required printed copies will not be considered a timely submission and Bidders will be disqualified for doing so.

2. The cover page of each proposal should state "Operator for the Roosevelt Island Youth Center" and the entire set of proposals should be contained in a sealed package clearly labeled "Operator for the Roosevelt Island Youth Center."

RIOC RFP #: Operator for the Roosevelt Island Youth Center

3. Sealed proposals must be delivered in hard copy by hand, regular mail or express mail. Proposals sent via facsimile or e-mail transmittal without a hard copy will not be accepted.

4. Proposals are due and must be received at the location designated below no later than 3:00 P.M., on November 1, 2016. Proposals received after the indicated date and hour and/or at a different location may not be considered at the discretion of RIOC. It is the sole responsibility of each Operator to ensure that its proposal is received before the submission deadline. Operators shall bear the risk associated with delays in mail, courier services or hand delivery.

5. Proposals must be submitted to: Rudolph Rajaballey, Purchasing Manager

Sealed Bid – **RFP #: 16-32331**

“Operator for the Roosevelt Island Youth Center”

Roosevelt Island Operating Corporation

591 Main Street

Roosevelt Island, NY 10044

6. RIOC reserves the right, at its discretion, to postpone the date for submission and opening of proposals. Any proposal submitted prior to notice of such postponement may be withdrawn without prejudice.

7. Please note that Operators must respond to this RFP in order to be eligible to be considered for selection as the Operator/Manager pursuant to this RFP.

8. ALL QUESTIONS, COMMENTS, REQUESTS FOR CLARIFICATION, AND OTHER COMMUNICATIONS REGARDING THIS RFP MUST BE DIRECTED IN WRITING VIA E-MAIL TO RFPBIDS@RIOC.NY.GOV. CONTACT WITH ANY OTHER PERSON REGARDING THIS SOLICITATION IS PROHIBITED BY LAW.

All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation.

9. Addenda to this RFP, including responses to any questions submitted in writing, will be posted on the RIOC website as set forth above.

B. Proposal Content

Proposals should provide a straightforward, complete and concise description of Operator's capabilities to satisfy the requirements of this RFP. Proposals must include the following, in the order set forth below:

1. Cover Letter. A cover letter on the Operator's letterhead that is signed by an individual with authority to contractually bind the Operator and that includes the following:
 - (a) The full legal name, address and type of legal entity, and jurisdiction in which the entity is formed (if applicable), telephone number and e-mail address of the representative who is authorized to discuss and/or negotiate the proposal.
 - (b) Federal Employee Identification Number or Social Security Number.
 - (c) Text explaining ownership (corporate and/or individual) of proposing entity and all subsidiaries or parent company, if applicable.
 - (d) A statement that Operator is ready, willing and able to engage in the services set forth in the proposal upon execution of contract.

Cover letter shall describe the Operator's relevant experience and qualifications to perform the services being sought, and the number of years Operator has provided those services or substantially similar services. The cover letter must also describe the Operator's approach to providing the requested services.

2. Each narrative response must be accompanied by:
 - (a) Three most recent years of the Operator's audited financial statements
 - (b) A list of References (a minimum of three references)
 - (c) A list of similar projects operated or managed by the Operator, in particular projects that include public/private partnerships.

RIOC reserves the right to use any information, including additional references deemed necessary to determine operator's ability to perform the conditions of the contract.

Negative references may be grounds for proposal disqualification.

C. Insurance Requirements:

Schedule A, Section 11 of Exhibit 1 outlines specific insurance coverages that the successful Bidder will be required to obtain.

D. Additional Proposal Requirements and Certifications:

1. Attachment A: Each Bidder **MUST** include a Non-Collusive Proposal Certificate, Non-Collusive Affidavit and a notarized Acknowledgement by Bidder form.
2. Attachment B: Lobbying Form – Bidders must complete a copy of the Lobbying Form. General background information about relevant legislation and requirements imposed upon the Bidder may be found directly on the form, as well as immediately below.

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as it pertains to development of procurement contracts with governmental entities:

- makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- authorizes the New York State Commission on Public Integrity (“Commission”) to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- requires the timely disclosure of accurate and complete information from Offerors with respect to determinations of non-responsibility and debarment;
- expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- modifies the governance of the New York State Commission on Public Integrity;

- provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- establishes the Advisory Council on Procurement Lobbying.

Generally, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law); and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section (§1-t) was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying ("Advisory Council"). This Advisory Council is authorized to establish model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (*see* Legislative Law §1-t(e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k. Sections 139-j and 139-k are collectively referred to as "New State Finance Law."

The New State Finance Law sections establish newly defined terms that are critical to the understanding of the requirements. For the reader's convenience, these defined terms are identified through the use of initial capital letters. It is strongly recommended that the reader develop a working understanding of these defined terms.

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the Commission regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (*see* Legislative Law §1-t(c) and §1-t(d)). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Commission.

3. Attachment C: Encouraging Use of New York Businesses in Contract Performance – New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the

fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete this form to indicate their intent to use/not use New York Businesses in the performance of this contract.

4. Attachment D: 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 must also complete and submit the Vendor Responsibility Attestation at Exhibit 2 as part of its proposal.

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

3 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:

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.

Qualified

Notary Public, State of _____
in _____
Commission Expires _____

Procurement Title and Contract #: Auditing Services, #16-32464

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

Background:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by RIOC and, if applicable, Office of the State Comptroller (“Restricted Period”) 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 in Restricted Period. RIOC employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of contract award. If an Offeror/Bidder receives two findings of non-responsibility within a four-year period, the Offeror/Bidder will be debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at <http://www.ogs.ny.gov/acpl/>

A. Affirmation of Offeror’s Understanding of and Agreement pursuant to State Finance Law §139-j

Offeror/Bidder affirms that it understands and agrees to comply with the procedures of the Roosevelt Island Operating Corporation relative to permissible contacts (provided above) as required by State Finance Law §139-j (3) and §139-j (6) (b).

B. Disclosure of Prior Non-Responsibility Determinations

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 (Add additional pages as necessary).

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

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 (Add additional pages as necessary).

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror/Bidder affirms that it understands and agrees to comply with the procedures referenced in Part A of this form relative to State Finance Law §139-j. Further, Offeror/Bidder certifies that all of the information provided in Part B of this form to Roosevelt Island Operating Corporation with respect to State Finance Law §139-k is complete, true, and accurate.

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

**CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION
OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED
BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP
MEMBERS AND WOMEN**

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 the Department 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 the Department of Financial Services (the "Department") 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 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 the Department establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department hereby establishes an overall goal of 30% for MWBE participation, XX% for New York State certified minority-owned business enterprises ("MBE") participation and XX% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that the Department may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Department will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and the Department 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 MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting Rudolph Rajabally. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder's MWBE

requirements please see the attached MWBE guidance, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

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

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department.

the Department will review the submitted MWBE Utilization Plan and advise the Bidder of the Department acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the [AGENCY NAME, address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

the Department may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE 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 the Department determines that the Bidder has failed to document good faith efforts.

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

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

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 – Standard Clauses for All New York State Contracts 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form # 1, to the Department with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Form # 2) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting Rudolph Rajaballey.

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.

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

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor'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														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (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)

M/WBE 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 Minority and Women-owned Business Enterprise (M/WBE) 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.:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/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 Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, 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.	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR M/WBE USE ONLY	
	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> 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: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
M/WBE 103 (Revised 11/08)		

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 ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **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

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEEPAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

Offeror/Contractor Name:	Federal Identification No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE 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 M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

1. MBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total Partial
2. WBE Waiver – A waiver of the WBE Goal for this procurement is requested. Total Partial
3. Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, 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 M/WBE 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:

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

***** FOR M/WBE USE ONLY *****

REVIEWED BY:

DATE:

Waiver Granted: YES MBE: WBE:

Total Waiver Partial Waiver
 ESD Certification Waiver *Conditional
 Notice of Deficiency Issued _____

*Comments:

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by Roosevelt Island Operating Corporation, to determine M/WBE compliance.

Is this a final report? Check One
Yes _____ No _____

**M/WBE Quarterly Report
of**

NYS Roosevelt Island Operating Corporation Contract No. _____ Project No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown made are in compliance with contract documents for the above referenced project.

Contractors Name and Address		Federal ID#	Goals/\$ Amt. MBE _____%= _____ WBE _____%= _____		Contract Type _____					
					Paid to Contractor This Quarter _____					
					Total Paid to Contractor To Date _____					
		Project Completion Date	Work Location		Reporting Period: ____ 1 st Quarter (4/1-6/30) ____ 3 rd Quarter (10/1-12/31) ____ 2 nd Quarter (7/1-9/30) ____ 4 th Quarter (1/1-3/31)					
M/WBE Subcontractor/Vendor	Product Code*	Work Status This Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payment Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name:		___ Active								
FED ID#		___ Inactive								
		___ Complete								
Name:		___ Active								
FED ID#		___ Inactive								
		___ Complete								
Name:		___ Active								
FED ID#		___ Inactive								
		___ Complete								
Name:		___ Active								
FED ID#		___ Inactive								
		___ Complete								
Total										

*See Reverse Side for Product Codes

Date _____ **Name** _____ **Title** _____ **Signature** _____

PRODUCT KEY CODE

A	=	Agriculture/ Landscaping (e.g., all forms of landscaping services)
B	=	Mining (e.g., geological investigations)
C	=	Construction
C15	=	Building Construction – General Contractors
C16	=	Heavy Construction (e.g., highway, pipe laying)
C17	=	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	=	Manufacturing
E	=	Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	=	Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)
G52	=	Construction Materials (e.g., lumber, paint, law supplies)
H	=	Financial, Insurance and Real Estate Services
I	=	Services
I73	=	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I81	=	Legal Services
I82	=	Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	=	Social Services (Counselors, vocational training, child care)
I87	=	Engineering, architectural, accounting, research, management and related services

Instructions for New York State Vendor Responsibility Questionnaires

Although it is recommended that vendors complete their questionnaires online using the New York State VendRep System, the four (4) questionnaires found on the VendRep System are also available in paper format.

The questionnaires are intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its business characteristics or as directed by an agency's solicitation instructions. The available vendor questionnaires are:

- For-Profit
- For-Profit Construction
- Not-for-Profit
- Not-for-Profit Construction

Business Entities may print the PDF version of a questionnaire form and complete it manually or may select the MS Word version and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire¹. Most questions require "Yes" or "No" answers and request additional information where necessary. 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 or overturned, and/or was withdrawn by the issuing government entity, is not required. For paper submissions, responses that require additional information must include an attachment containing this information.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

¹ If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION					
Legal Business Name			EIN		
Address of the Principal Place of Business/Executive Office			New York State Vendor Identification Number		
			Telephone ext.	Fax	
Email		Website			
Authorized Contact for this Questionnaire					
Name:			Telephone ext.	Fax	
Title			Email		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)					
Type	Name	Type	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States	State _____
<input type="checkbox"/> Other	Country _____
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select ‘not required’ if the Business Entity is a General Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If “No,” explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as ‘not required,’ ‘application in process,’ or other reasons for not being registered.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If "No," does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.	
1.8 Is the Business Entity's principal place of business/executive office:	
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____	
Is space shared with another Business Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____ Address _____ City _____ State _____ Zip Code _____ Country _____	
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes,” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<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 or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------------------------------------------------	----------------------------------------------------------

4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

5.0 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------------------------------------------------------------	----------------------------------------------------------

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<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 government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.

VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 Been the subject of an investigation, whether open or closed, by any government entity 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, judgment 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 serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------

7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------------------------------	----------------------------------------------------------

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.	

VIII. LEADERSHIP INTEGRITY

Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.

Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to

8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, 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.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity 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.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes," did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes," did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates 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.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 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.

Yes No

Indicate the question number(s) and explain the basis for your claim.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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

ROOSEVELT ISLAND OPERATING CORPORATION

STANDARD FORM CONTRACT FOR SERVICES

DATE OF CONTRACT: **XXXXXX**

1.CONTRACT NO.: **XXXXXXX**

2.PROJECT NAME: **XXXXXXX**

3. CONTRACTOR: **Entity Name**

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

ATTENTION: **XXXXXXX** Tel. **xxx.xxx.xxxx**

5. HEREBY REQUESTS YOU

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

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

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

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

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

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

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

AGREED TO AND ACCEPTED THIS DAY OF 201__.

Entity Name

By: _____
Title: _____

ROOSEVELT ISLAND OPERATING CORPORATION

By: Susan G. Rosenthal
Acting President/Chief Executive Officer

Attachments:

Exhibit "1":	Sample Invoice
Schedule "A":	General Conditions
Schedule "B1":	Scope of Services and Additional Terms
Schedule "B2":	Contract Sum Breakdown and Retainage
Schedule "C":	Financial Disclosure
Schedule "D":	Definitions Under Article 15-A Regulations; Definitions Under Article 17-B Regulations

EXHIBIT "1"**Sample Invoice Satisfying RIOC Informational Requirements For Contractual Invoice Processing**

CORPORATION NAME
 ADDRESS
 ADDRESS
 TELEPHONE NUMBER

Department of Finance
 Roosevelt Island Operating Corporation
 591 Main Street
 Roosevelt Island, New York 10044

DATE

Attn: Chief Financial Officer

and

Roosevelt Island Operating Corporation
 591 Main Street
 Roosevelt Island, New York 10044
 Attn: (Project Manager)

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

Invoice No. 1825

Contract No.:

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

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

Total Invoice Amount:\$ 5,625

Services: \$ 5,225 (Hours and rates for various staff who worked on project)

Disbursements: \$ 400 (Complete documentation must be provided - photocopies of bills)

Detailed Description of Services Provided:

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

All Invoices to Date:

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

Current Invoice

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

Balance Remaining Under Contract: (For Contracts limiting Service Amount Only) \$4,525

Contract Amount: \$50,000

Minus Total Services Invoiced to Date Including Current Invoice: \$46,628

SAMPLE

SCHEDULE A

GENERAL CONDITIONS

SECTION 1- DEFINITIONS

Whenever used in this Contract:

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

SECTION 2 - CONFLICTING TERMS

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

SECTION 3 - CHANGE ORDERS

Changes or extra services, beyond the Services specified under the Contract, and resulting in extensions of the Contract Time, may be authorized only by a written Change Order issued and signed by the Acting President/Chief Executive Officer of RIOC or RIOC's Vice President of Operations, or their designee,

and co-signed by the Contractor. The written Change Order shall specify: (a) the change in the Services, (b) the amount of adjustment of the Contract Sum, if applicable, and/or (c) any extension of the Contract Time. Adjustments to the Contract Sum pursuant to this paragraph, shall be made in accordance with the procedures set forth in Schedule B2. The Parties will cooperate to agree on adjustments to the Contract Sum and Contract Time. Parties will cooperate regarding any extension required of the Contract Time.

SECTION 4 - ORDER TO PROCEED

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

SECTION 5 - PERFORMANCE

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

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

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

SECTION 6 - PROGRESS AND COMPLETION

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

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

SECTION 7 – DELAYS, EXTENSIONS OF TIME AND SUSPENSIONS

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

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

In addition, upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate RIOC officials or staff, the Contract may be terminated by Acting President/Chief Executive Officer of RIOC, or his or her designee, at the Contractor's expense where the Contractor is determined to the Acting President/Chief Executive Officer of RIOC, or his or her designee, to be non-responsible. In such event, the Acting 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.

SECTION 10 - PAYMENTS

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

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by RIOC's Acting 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 Acting President has expressly authorized payment by paper check as set forth above.

All payments for Work will be subject to the inspection, determination, and approval of Work by the Vice President of Operations (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, or any other contract with RIOC up to any amounts due and owing to RIOC with regard to this contract, any other contract with RIOC, plus any amounts due and owing to RIOC for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties.

SECTION 12 - EXECUTORY CLAUSE

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

SECTION 13 - INDEMNIFICATION

To the fullest extent permitted by law, and in addition to any liability or obligation of the Contractor to RIOC that may exist under the Contract or by statute or otherwise, the Contractor hereby agrees to hold harmless, indemnify and defend 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 Services, including without limitation, the negligent acts or omissions, willful misconduct or unauthorized acts of the Contractor in the performance of the Services hereunder or of any subcontractor or other entity hired, obtained, or employed by the Contractor to provide Services in connection with the Contract. However, the Contractor shall not be obligated to hold harmless, indemnify and defend an Indemnitee to the extent of the Indemnitee's comparative negligence or willful misconduct. As a condition of the foregoing obligation, RIOC shall give the Contractor prompt notice of any claim for which indemnification is sought.

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 Services performed pursuant to it.

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

SECTION 14 - INSURANCE

The Contractor shall insure and carry the following insurance, 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 Services 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 Services (hereinafter, collectively, "Records"). Contractor shall also maintain and provide accurate Records that provide an accounting of the specific Services performed in such form as to demonstrate the actual Services rendered to perform this Contract; and shall furnish or make available such Records or other information as may be required to substantiate any report or invoice submitted to RIOC's Project Manager assigned to supervise the Services, for payment and will also provide a copy to the Finance Department.

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

SECTION 16 - OWNERSHIP OF MATERIALS

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

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

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

SECTION 17 – ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign, transfer, subcontract or otherwise dispose of its rights, privileges or responsibilities under the terms of this Contract, without RIOC's prior written consent, which shall be in

RIOC's sole discretion. In the event there is no prior written consent from RIOC, such assignment, transfer, subcontract or other disposition shall be void.

SECTION 18 - CONFLICTS OF INTEREST

The Contractor represents that:

- (a) No officer, employee, agent or director of RIOC, shall participate in any decision relating to this Contract which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any officer, agent, director or employee of RIOC have any interest, direct or indirect, in this Contract.
- (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.

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 Services under the Contract.

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

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

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.

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 Services 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 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 the New York Codes, Rules and Regulations.

RIOC and the Contractor recognize the necessity of correcting the effects of discrimination in public
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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 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 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.

SERVICE-DISABLED VETERAN-OWNED BUSINESS ACT REQUIREMENTS

Pursuant to New York State Executive Law Article 17-B, also known as "Service-Disabled Veteran-Owned Business Act," ("Article 17-B") RIOC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) and the employment of service-disabled veterans in the performance of RIOC contracts. The Contractor agrees to be bound by the provisions of Article 17-B and the Service-Disabled Veteran-Owned Business Enterprise Program (9 NYCRR Part 252), promulgated by the Division of Service-Disabled Veterans' Business Development in the Office of General Services (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.

New York State (the "State") is home to more than 900,000 veterans, seventy-two percent of whom have served during periods of conflict. Additionally, the State is home to approximately 30,000 active duty military personnel as well as 30,000 national guard and reserve personnel. In honor of their service to and sacrifice for our nation, New York State declared that it is the public policy of the State to promote and encourage the continuing economic development of service-disabled veteran-owned businesses. In the furtherance of this policy, the state aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. To achieve this objective without disrupting the procurement practice and priorities already in law, the legislature finds that it is in the best interest of the economic development of the state to enact the "Service-Disabled Veteran-Owned Business Act".

The Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

The Contractor acknowledges that **the SDVOB utilization goal for this Contract is ____%**. Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Contract to utilize minority and women-owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).

The Contractor agrees to report on actual participation by each SDVOB during the term of the contract to RIOC on a quarterly basis.

The Contractor agrees that, following contract execution, if RIOC determines that the Contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, RIOC may after giving the Contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.

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 damages as authorized by regulation [9NYCRR Section 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.

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

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

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

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

Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations the Contractor might have under the Contract. Establishment of the time period of one (1)

year as provided above relates only to the specific obligation of the Contractor to correct the Services, and has no relationship to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations.

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

If the Contractor defaults or neglects to carry out the Services in accordance with the Contract and fails within five (5) business days after receipt of written notice from RIOC to commence and continue 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/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

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

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

During the term of the Contract, should RIOC receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, RIOC will review such

information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then RIOC shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

SECTION 25 - CONFIDENTIALITY

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

SECTION 26 - LABOR LAW

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

SECTION 27 - CLAIMS AND DISPUTE RESOLUTION

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

(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 Services. Notice pursuant to this paragraph (b) of Section 27 shall be addressed and sent to RIOC in accordance with Section 36 of these General Conditions. Notice of claim given to any person other than RIOC shall not constitute notice to RIOC.

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

SECTION 28 - INTERNATIONAL BOYCOTTS

(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 services performed or to be performed in an amount exceeding five thousand dollars, the Contractor hereby promises, asserts and represents that neither the Contractor nor any substantially owned or affiliated person, firm partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions, of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the regulations of the United States Department of Commerce promulgated under either act.

(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
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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 Chief Financial Officer at Kimberly.Quinones@rioc.ny.gov with a copy to Acting 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 B1

SCOPE OF SERVICES AND ADDITIONAL TERMS

Description of the Services:

Special Instructions and Requirements:

Additional Terms:

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

SCHEDULE B2

CONTRACT SUM BREAKDOWN AND RETAINAGE

The Contract Sum is:

- (a) a fixed price
- (b) a not-to-exceed price

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

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

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

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

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

Retainage of [REDACTED] percent ([REDACTED]%) will be withheld from all payments until substantial completion of the Services. When the Services are substantially complete, RIOC shall pay the Contractor the retainage, less any amount determined by RIOC to be sufficient to cover completion of all remaining Services. Final payment of such withheld sum shall be made upon final completion of all Services.

There is no obligation whatsoever on the part of 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.

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

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.

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 _____

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 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.

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

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, limited liability company 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, limited liability company 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.

DEFINITIONS UNDER ARTICLE 17-B REGULATIONS

The following definitions set forth in Executive Law Article 17-B are provided to the Contractor for ease of reference only:

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

(a) at least fifty-one percent owned by one or more service-disabled veterans;

(b) an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;

(c) an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;

(d) an enterprise authorized to do business in this state and is independently-owned and operated;

(e) an enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and

(f) certified by the Office of General Services.

Exhibit 2 - Vendor Responsibility Attestation

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

Choose One:

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

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

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

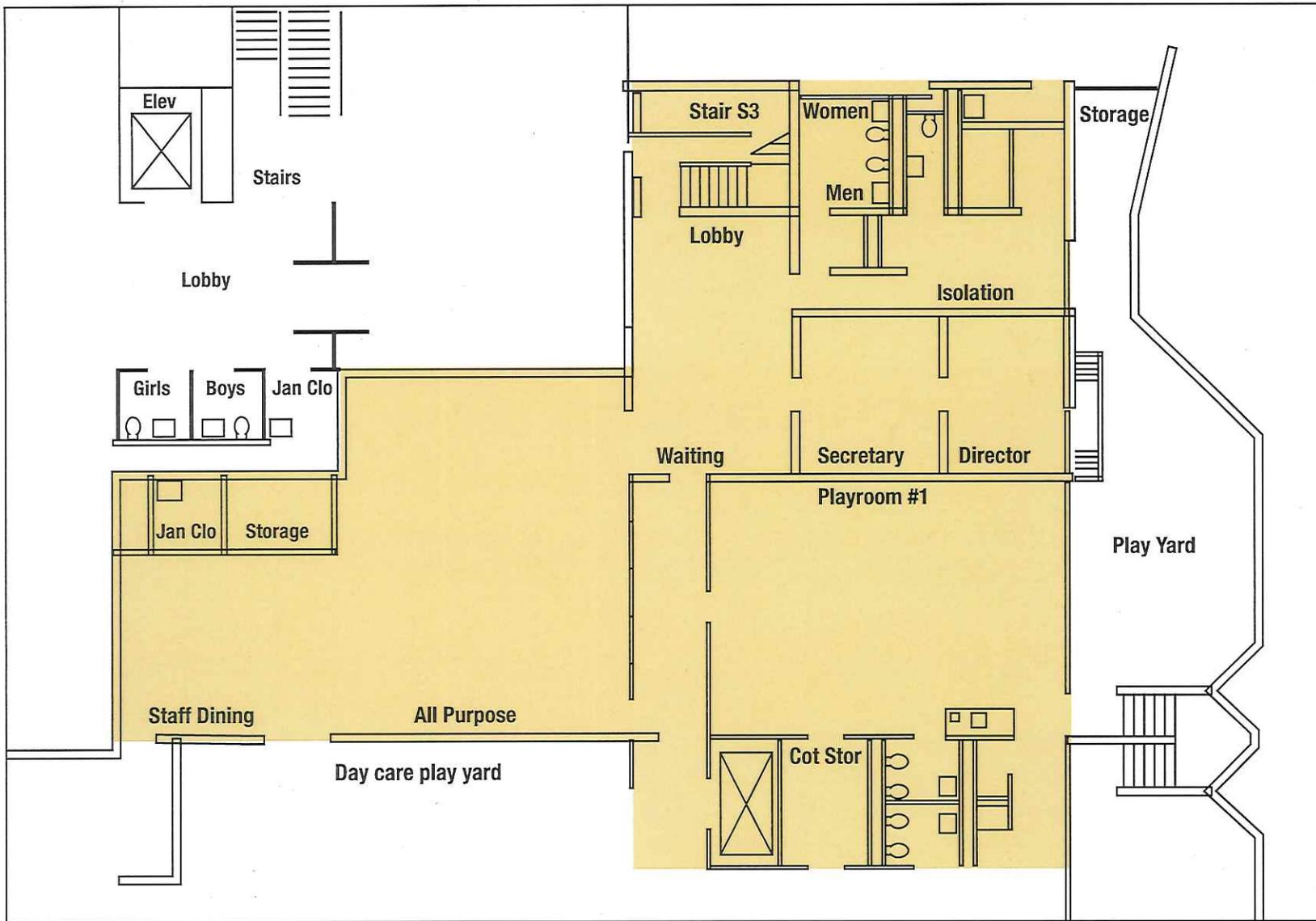
Signature of Organization Official: _____

Print/Type Name: _____

Title: _____

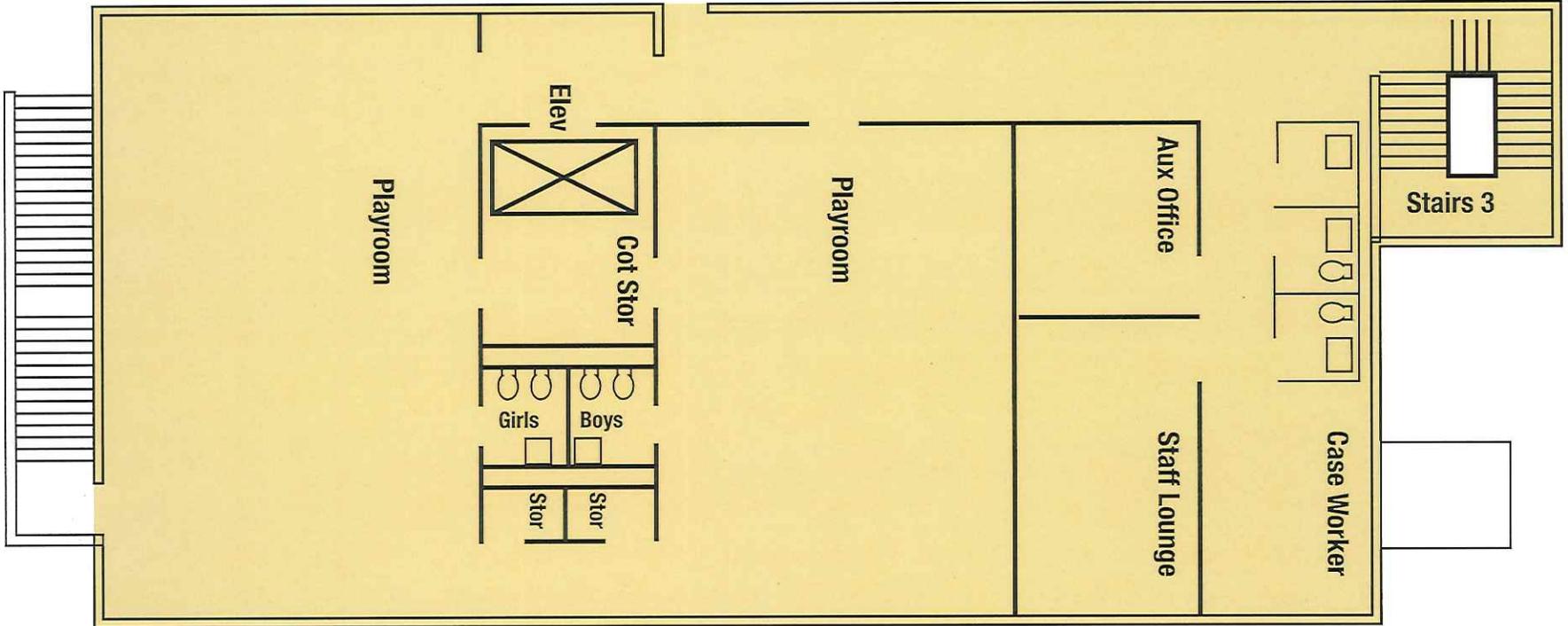
Organization: _____

Date Signed: _____



Roosevelt Island Youth Center Floor Plan

506 Main Street, First Floor



Roosevelt Island Youth Center Floor Plan

506 Main Street, Second Floor



Roosevelt Island
Operating Corporation