

Request for Proposal

RFP NO. 2364JF Off-Site Urgent Care & Functional Capacity Evaluation Services

Jacob K. Javits Convention Center
655 West 34th Street, New York, NY 10001

BID QUESTIONS DUE DATE: AUGUST 18, 2025
TIME: 3:00 P.M.

PROPOSAL DUE DATE: SEPTEMBER 2, 2025
TIME: 3:00 P.M.



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General Information

The New York Convention Center Operating Corporation (NYCCOC) is a New York State public benefit corporation charged with operating and maintaining the Jacob K. Javits Convention Center (“Javits Center”).

Located in the heart of Manhattan’s bustling West Side, the Javits Center hosts more than 170 events a year, including major trade shows, conventions, consumer shows, meetings, conferences, product launches, licensing examinations, galas, and film shoots. On average, more than one million people visit the facility each year. Javits Center’s mission is to serve as a catalyst for the economic development of New York through creating jobs and attracting business to the community. The Javits Center has supports 3,000 jobs a year and generated \$1.0 billion in annual economic activity for New York.

The Javits Center’s property extends from West 33rd Street to West 40th Street, from 11th Avenue to 12th Avenue, and in recent years, major infrastructure overhauls have improved overall operations at the facility, including its security, sustainability, and technology systems. At the Javits Center, supporting New Yorkers is our primary mission, and sustainability has become a critical focus of that effort. In order to improve the quality of life for our employees, visitors, and neighbors, we continue to strive to be a model of sustainable practices for the events industry and buildings nationwide. A nearly 7-acre green roof that serves as a wildlife habitat and a one-acre rooftop farm are among the sustainability program’s most significant elements.

Purpose

The New York Convention Center Operating Corporation ("NYCCOC") seeks a single, qualified off-site Urgent Care Service Provider ("Provider") to deliver prompt, high-quality medical treatment for occupational illnesses and injuries, as well as Functional Capacity Evaluation (FCE) services, to more than 4,000 full-time and part-time employees. The overarching goals are to ensure timely clinical assessment, minimize employee downtime, confirm fitness-for-duty, and maintain full compliance with applicable state and federal safety regulations.

Key Objectives

- Guarantee walk-in urgent-care access within a one-mile radius of the Jacob K. Javits Convention Center.
- Provide real-time work-status notifications to both the patient and NYCCOC.
- Conduct comprehensive Functional Capacity Evaluations in accordance with current industry guidelines.
- Deliver clear, accurate medical reports and FCE results within agreed service-level timelines.

Scope of Services

The Provider shall furnish qualified staff, facilities, equipment, supplies, and technology to perform:

- **Walk-In Urgent Care:** Clinical evaluation and treatment of non-life-threatening illnesses and injuries, including digital X-ray, rapid laboratory testing, wound care, and routine vaccinations.
- **Functional Capacity Evaluation (FCE):** Comprehensive assessments for employees returning to work after an absence of 90 days or more due to injury. FCEs shall address the following categories
—Administrative, Carpenters, Cleaners, Electricians, Engineers, Freight Handlers, Painters, Plumbers, Public Safety Officers, and Set-Up Employees—and evaluate relevant job tasks such as prolonged sitting/standing, walking, endurance, coordination, material handling (lift/carry/push/pull), climbing, balancing, kneeling, crawling, grip strength, and fine motor skills.
- **Drug & Alcohol Testing:** Random, post-accident, and reasonable-suspicion testing utilizing a ten-panel urine screen and breath-alcohol testing, in accordance with applicable regulations.

Regulatory & Compliance Framework

The Provider's facilities, personnel, and clinical practices shall comply with all relevant federal, state, and local laws, including the New York State Public Employee Safety & Health (PESH) Act, OSHA 29 CFR 1904 and 1910, HIPAA, and applicable New York State Department of Health regulations.

Instructions

Firms wishing to submit proposals do so entirely at their own risk. There is no expressed or implied obligation for New York State (NYS) or NYCCOC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. NYCCOC shall only be obligated in accordance with the terms of a duly executed written contract.

To be considered, an electronic proposal must be e-mailed to JFilipkowski@javitscenter.com with the subject line "RFP 2364JF – **Off-Site Urgent Care & Functional Capacity Evaluation Services**" by Tuesday, September 2, 2025. Proposals received after that time will not be accepted. Bidders are responsible for the timely delivery of their proposals.

Any exceptions to the RFP requirements shall be explained in detail by the bidder in a separate section entitled "Exception to RFP Requirements and Alternatives Proposed."

Jo-Anne Filipkowski is the "designated staff" members at NYCCOC pursuant to the Lobbying Law to whom contacts concerning this procurement must be limited (see summary of Procurement Lobbying Law).

Proposals submitted will be evaluated by Javits Center staff and such advisors and consultants as it deems necessary. During the evaluation process, the corporation may request additional information

from prospective firms.

By submission of a proposal in response to this solicitation, the offeror agrees with all of the terms and conditions of the attached Terms and Conditions including “Equal Employment Opportunities for Minorities and Women”.

As a condition of the award, offeror will be required to submit to the Javits Center a workforce utilization report identifying the workforce actually utilized on the Contract and by the specified categories listed including ethnic background, gender and occupational categories, and an EEO policy statement.

Content of Proposal

- Financial Proposal (pricing schedule).
- Narrative describing operations, qualified staff, services, equipment, and facilities.
- List of urgent-care centers located within a one-mile radius of the Javits Center, including hours of operation.
- Staffing plan indicating the number and qualifications of medical personnel assigned to each facility.
- Description of the Provider’s dedicated account-management resources.
- Qualifications of the physical or occupational therapists performing FCEs.
- Outline of the FCE assessment process and timeline for reporting results to NYCCOC.
- Sample deliverables: FCE reports, medical encounter summaries, work-status notes, and referral forms.
- Key performance metrics: average wait times, visits per day, staff-to-patient ratio, and report-turnaround times.

Evaluation Criteria

Responsive proposals will be evaluated by NYCCOC according to the following criteria:
Proposals will be evaluated according to the weighted criteria below:

FACTOR	WEIGHT	DESCRIPTION
Financial Proposal	30 %	Overall cost competitiveness and transparency.
Technical Capability & Service Delivery	25 %	Breadth of services offered and robustness of reporting.
Qualifications of Key Staff	20 %	Relevant licensure, certifications, and experience of medical and management personnel.

Proximity & Accessibility of Facilities	10 %	Number of centers within the specified one-mile radius and associated accessibility.
Functional Capacity Evaluation (FCE) exams Quality & Methodology	10 %	Adherence to industry best-practice standards and sample documentation quality.
MWBE / SDVOB Participation	5 %	Certified Minority-/Women-Owned or Service-Disabled-Veteran-Owned participation.

Forms

The following forms must be completed and returned with your proposals:

- (a) Affirmation of Understanding and Compliance with Procurement Lobbying Law
- (b) Offeror/Bidder Disclosure of Prior Non-Responsibility Determination
- (c) Proposer's Signature and Certificate of Authority Form
- (d) Authorized Agent Form
- (e) Executive Order 177 (EO 177) Certification
- (f) Minority and Women-Owned Business Information Form
- (g) Non-Bidders Response Form (Non-Bidders only)

Work Utilization Reports

Per the New York State Division of Minority and Women's Business Development, we are obligated to collect information from you regarding your EEO workforce utilization. In this regard, if awarded the contract, please complete the "workforce utilization report" (**Attachment 1**), for contracts that are \$25,000 and above. Please refer to "Equal Employment Opportunities for Minorities and Women" under the Terms and Conditions section of this RFP for more information.

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

Delivery of Proposals

Bidders are responsible for the timely delivery of their proposals. Proposals must be e-mailed by Tuesday September 2, 2025. Proposals received after that time will not be accepted. Please e-mail to JFilipkowski@Javitscenter.com.

Freedom of Information Law (FOIL)

Please be advised that documents submitted to the Javits Center are subject to disclosure pursuant to the FOIL (NY Public Officers Law Art. 6) unless they are exempt from disclosure under statute.

Bid Results

Requests for bid results or documents must be submitted in writing under FOIL Requests can be submitted in any of the following ways:

Requests for bid results or documents must be submitted in writing under FOIL Requests) ways:

- (a) By email to: foil@javitscenter.com or
- (b) By regular mail to:

Sonia Low
Freedom of Information Access
Officer Javits Center
655 West 34th Street
New York, NY 10001

We will respond to these requests within 5 business days as the law requires.

Protests

No protests regarding the validity or appropriateness of the specifications or of the request for proposals will be considered unless the protest is filed with the Purchasing Agent prior to the closing date for the proposals. Post-award protests must be filed with the Purchasing Agent within fourteen (14) calendar days of bid award. The Purchasing Agent will consult with the appropriate Javits Center Officials and render a decision in writing fourteen (14) calendar days from date protest is filed.

Award of Contract

- Proposed contract terms in the RFP are subject to change by Javits Center prior to award.
- An award of this RFP will be contingent on a Dunn & Bradstreet report and/or any other satisfactory evidence of financial capability.
- All awards are conditioned upon receipt from the selected contractor of an insurance certificate demonstrating compliance with the insurance requirements of the contract, and a certification Form ST-220-CA demonstrating compliance with or exemption from the registration requirements of the Tax Law.

Reserved Rights

The Javits Center reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the Javits Centers 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 Javits Centers investigation of bidder's qualifications, experience, ability or financial standing,

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.
- 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;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; 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 complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

Insurance

Selected Contractor will be required to submit the required insurance certificate/s within three (3) business days after receipt of a Letter of Intent.

MWBE Participation Goals

The Javits Center continues to support the Minority & Women-Owned Business Enterprise (M/WBE) business commitment by giving suppliers equal opportunity to all bidding processes. The Javits Centers goals are as follows:

Minority-Owned Business Enterprise –15%

Women-Owned Business Enterprise – 15%

SDVOB Participation Goals

The Javits Center aims to assist the service-disabled veterans to obtaining increased contracting opportunities. The Javits Center goals are as follows:

Service-Disabled Veteran-Owned Businesses (SDVOB) – 6%

Contract Terms and Conditions

1. Term

The term of this Agreement shall be for a period of three (3) years from October 1, 2025 through October 31, 2028 and shall be renewable upon consent of both parties for an additional two-year period. In the event that the parties choose to renew the Agreement the rates for urgent care services shall be as set forth herein provided that such rates may be increased by the amount of any wage increases negotiated through collective bargaining agreements between Contractor and the applicable unions.

2. Description of Services to be Provided (“The Work”)

Per RFP #2364JF and proposal, as accepted by NYCCOC.

3. Price

Per proposal, as accepted by NYCCOC

4. Payment Terms

Per RFP #2364JF and NYCCOC Prompt Payment Policy, annexed as Appendix A.

If payment is to be made on a lump sum basis, the invoice shall be submitted and payment shall be made upon completion. If payment is to be made on time or time and materials basis, invoices shall be submitted and payment shall be made monthly for services rendered during the preceding month.

5. Insurance

Per Appendix B.

6. Indemnification

The Contractor shall defend, indemnify, and hold harmless the NYCCOC, the State of New York, the New York Convention Center Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development, the Triborough Bridge and Tunnel Authority and their respective officers, agents and employees (“Indemnities”) from and against any and all claims, suits, loss or liability by reason of any damage to any property whatsoever, including but not limited to property owned by or in the care, custody or control of Indemnities or any one of them or Contractor or any subcontractor or any other person or entity, or by reason of bodily injury or death of any person whatsoever, including but not limited to employees or agents of Indemnities or any one of them or Contractor or any subcontractor as well as any other person, arising out of or in connection with Contractor or its subcontractors’ work under this Agreement, including but not limited to the operation or presence of Contractor, its subcontractors, officers, agents, employees, equipment or materials on or about the premises of Indemnities or any one of them or while en route to or from such premises, irrespective of the actual cause of the bodily injury, death or property damage and irrespective of whether it shall have been due in whole or in part to the

negligence, fault, failure or omission of Indemnities or any one of them, except that such indemnification shall not be effective to the extent that damage or injury results from the gross negligence or willful misconduct of the Indemnities or any of them.

- A. The Contractor's liability under the foregoing paragraph shall be deemed to include, but not be limited to: (a) liability for the payment of Workers' Compensation under the Workers' Compensation Law of the State of New York; (b) judgments under the Federal Employer's Liability Act; (c) similar statutes for the protection of employees; and (d) any other judgments whatsoever.
- B. The liability of the Contractor under this Section is not dependent upon any question of negligence on its part or on the part of its agents, officers, or employees. The approval of NYCCOC of the methods of doing the work or the failure of NYCCOC to call attention to improper or inadequate methods or to require a change in methods or to direct Contractor to do any particular thing shall not excuse the Contractor in case of any such death or injury to person or damage to property, and shall not relieve Contractor of its responsibilities under this Article.
- C. The indemnity shall survive termination of this Agreement or final payment hereunder.

7. Termination for Convenience

NYCCOC shall have the right to terminate this Agreement at any time upon written notice to Contractor and shall be liable only for those fees and expenses incurred prior to notice of termination.

8. Termination for Cause

NYCCOC shall have the right to terminate this Agreement upon a material breach by the Contractor that either remains uncured after written notice and a reasonable opportunity to cure or is persistent and repeated. This right is not exclusive and NYCCOC retains all other rights and remedies available to it under the law and this Agreement

9. Termination Under State Finance Law 139-k(4)

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

10. Limitation of Rights

This Agreement shall not be construed as in any way granting Contractor any interest in the Center. It is intended by the parties hereto that this Agreement merely grants unto Contractor a limited and revocable license to enter upon the Center in accordance with the terms hereof.

11. Assignment / Subcontracting

- A. This Agreement, or any rights of Contractor under this Agreement, may not be assigned by Contractor without the prior written consent of NYCCOC.
- B. Any transfer, by operation of law or otherwise, of Contractor's interest in this Agreement or the License given hereby or of a fifty percent (50%) or greater interest in Contractor (whether stock, partnership interest or otherwise) shall be deemed an assignment within the meaning of this paragraph.
- C. Unless otherwise provided in the Contract Documents, Contractor may not subcontract the Work or any portion thereof without the prior written consent of NYCCOC.

12. Equal Employment Opportunities for Minorities and Women

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

- (a) The Contractor will not discriminate against employees or applicants 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 will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of NYCCOC, 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; and
- (c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. NYCCOC shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. NYCCOC shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

The Contractor shall submit a Workforce Employment Utilization Report (a copy of which is attached), and shall require each of its Subcontractors to submit a Workforce Report, in such format as shall be required by NYCCOC on a [MONTHLY/QUARTERLY] basis during the term of the contract. Separate forms shall be completed by Contractor and any Subcontractor. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

13. Non-Discrimination Requirements

To the extent required by 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 and Subcontractors if any, 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. 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, 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, 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. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. M/WBE Participation Goals

NYCCOC is required to implement the provisions of New York State Executive Law Article 15-A, establishing MWBE Contract Goals, based on the availability of qualified MWBEs, for all state contracts with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination thereof or (2) in excess of \$100,000 for real property renovation or construction. Where MWBE Contract Goals have been established by NYCCOC on the Contract, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In order to facilitate this goal, the Contractor should reference the directory of New York State Certified MWBEs, found at <https://ny.newnycontracts.com>

15. Service-Disabled Veteran-Owned Businesses

The State of New York aims to assist service-disabled veterans to obtaining increased contracting opportunities with the State. New York State Executive Law Article 17-B governs requirements for the participation of SDVOBs in New York State contracting. Whenever possible, and in the event that Contractor requires the use of sub-contractors for those obligations made, and to be met, under this contract, the Contractor is directed to access the NYS OGS website for information concerning the use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance.

16. Wages and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, 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 State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by of NYCCOC of any NYCCOC approved sums due and owing for work done upon the project.

To the extent applicable, Contractor agrees to comply with the notice and posting requirements of §220 (3a)(a)(ii). Contractor agrees to submit to NYCCOC within 30 days of issuance of its first payroll and every 30 days thereafter, a transcript of the original payroll, subscribed and sworn to or affirmed as there under the penalties of perjury.

17. Omnibus Procurement Act of 1992

It is the policy of New York State to maximize opportunities for the participation New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

New York State Department of Economic Development Division of
Small Businesses

625 Broadway
Albany, New York 2245
Telephone: (518) 292-
5220
Fax: (518) 292-5884

<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business
Development 625 Broadway
Albany, New York 12245
Telephone: (518) 292-5250 Fax: (518) 292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing 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 the State upon request; and

- (d) The Contractor acknowledges notice that the 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.

18. Confidentiality

- (a) The Contractor, its officers, agents, employees and subcontractors shall not, either during or after the term of this Contract, disclose to any third party, or use for its own benefit, any information relative to the business of NYCCOC or its customers obtained in the course of or by reason of rendering such services, without the written consent of NYCCOC, except as required by law.
- (b) Contractor agrees that violation of the provisions of this section will cause irreparable injury to NYCCOC for which any remedy at law would be inadequate and that NYCCOC shall be entitled in any court of law or equity, to temporary, preliminary, permanent and other injunctive relief against any breach of the provisions contained in this section.

19. Records

Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. NYCCOC shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. NYCCOC shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under §87 of the Public Officers Law (the "Statute") provided that: (a) Contractor shall timely inform an appropriate NYCCOC official, in writing, that said Records should not be disclosed; (b) said Records shall be sufficiently identified; and (c) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect NYCCOC's right to discovery in any pending or future litigation.

20. Compliance

Contractor shall comply with all federal, state or other laws, ordinances, orders, rules and regulations which may in any way affect the Work. Contractor shall secure all permits necessary to perform the Work.

21. Contractor's Representations

Contractor represents and warrants:

- (a) It is financially solvent and is experienced in and competent to perform the Work and possesses all of the licenses and accreditations required;
- (b) It is familiar with all Federal, State or other laws, ordinances, orders, rules and regulations which may in any way affect the Work;

22. Warranty

- (a) Services: Contractor warrants that all Work performed under this contract shall be performed in a competent, professional and workmanlike manner and shall conform to the contract requirements and to generally accepted standards, and shall be free of any defect of equipment, material or workmanship. Unless otherwise specified in these contract documents, the period of this warranty shall be extended for a period of one year from the date the Work is completed.
- (b) Warranty Pass Throughs: Notwithstanding, and in addition to, the above warranties, Contractor shall pass through any third-party warranties related to the Work performed under this contract.
- (c) Warranty Failure: In the event that Contractor fails in meeting its warranty obligations under this provision, NYCCOC shall be entitled to all direct damages it incurs in remedying or replacing the defective Work.

23. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto and supersedes all previous negotiations, commitments and writings pertaining thereto.

24. Notices

Notices shall be sent by certified or registered mail, return receipt requested, to each party at the address stated in Contractor's proposal (and if to NYCCOC, to the attention of General Counsel) or to such other address as either party may designate by similar notice.

25. Applicable Law, Jurisdiction, Venue

This Agreement is governed by the laws of the State of New York. With respect to any suit, action or proceeding relating to this Agreement, Contractor irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, and of the United States District Court for the Southern District of New York. The parties designate New York County as the exclusive place of venue.

26. Service of Process

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at the address stated in Contractor's bid or proposal. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond

27. Severability

If any term of this Agreement or its application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

28. Modification of Agreement

No change in or modification of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith.

29. Waiver

Any failure on the part of NYCCOC to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of NYCCOC thereafter to enforce each and every such provision.

30. Relationship of the Parties

The relationship of Contractor to CCOC is that of an independent contractor. Nothing contained in this Agreement is intended to create, or does create, a partnership, joint venture, employment or agency relationship between the parties hereto.

Affirmations and Disclosure required under Procurement Lobbying Law

Summary of Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k (“Procurement Lobbying Law”), this “Request for Proposals” includes and imposes certain restrictions on communications between a NYCCOC/The Javits Center and bidder during the procurement process. 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 the NYCCOC/The Javits Center and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff is identified in the Instructions to Bidders section of this RFP. NYCCOC/Javits Center 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 for contract award and in the event of two findings within a 4-year period, the bidder is debarred from obtaining governmental Procurement Contracts.

Every offeror/bidder must complete and execute the two documents following this summary:

- Affirmation of understanding and compliance with Procurement Lobbying Law
- Disclosure of Prior Non-Responsibility Determinations

Affirmation of Understanding and Compliance with Procurement Lobbying Law Form

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

By: _____ Date: _____ Name: _____

Title: _____ Contractor

Name: _____ Contractor

Address:

Offeror/Bidder Disclosure of Prior Non-Responsibility

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____ Title: _____

Proposer's Signature and Certificate of Authority

1. EACH BIDDER/PROPOSER MUST SIGN BELOW TO VALIDATE ITS BID.

IN WITNESS WHEREOF, the undersigned hereby certifies that she/he has read the entire Contract Documents, including the Terms and Conditions, all supplemental data and each understanding, agreement, offer, acknowledgement, and words of like import made by and furnished on behalf of the Proposer, and attests that it is accurate, and the Proposer is bound thereby. The undersigned certifies that all information provided to the Agency with respect to State Finance Law 139-k (4) is complete, true and accurate.

(Exact name of individual, firm or corp.)

Officer, Agent or Partner Name and Title (Type or Print)

Officer, Agent or Partner Signature

Date: _____

2. THE FOLLOWING SHALL ALSO BE COMPLETED IF THE PROPOSER IS A CORPORATION:

I, the undersigned, as Secretary to the corporation submitting the foregoing bid, hereby certify that under and pursuant to the bylaws and resolution of said corporation, each officer who has signed such bid on behalf of the corporation, is fully and completely authorized to do so.

(CORPORATE SEAL)

Secretary Name and Title (Type or Print)

Secretary Signature

Authorized Agent Form

The Bidder hereby designates the following individual at the following address in the State of New York as its agent for the purpose of receiving any written notice required to be served per the Contract Documents, including Notice of Award, and for receiving service of any and all legal process resulting from this Contract:

_____ Name of Firm		
_____ Name and Title of Individual		
_____ Federal I.D. #		
_____ Street		
_____ City/Town	_____ State	_____ Zip Code
Telephone No.() _____		
Fax No.() _____		
Email _____		

(Note: Proposals transmitted via “Fax” are not acceptable.)

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:

By: _____

Name: _____

Title: _____

Date: _____, 20_____

Addenda Acknowledgement

Bidder acknowledges receipt of the following Addenda to the Contract:

Addendum No. _____ Dated

Addendum No. ____ Dated

Addendum No. _____ Dated

Addendum No. ____ Dated

Addendum No. _____ Dated

Addendum No. _____ Dated

Minority & Women-Owned Business or Service-Disabled Veteran-Owned Businesses Information

Are you a New York State certified Minority-Owned Business Enterprise?

Yes

No

Are you a New York State certified Woman-Owned Business Enterprise?

Yes

No

Are you a New York State certified Service-Disabled Veteran-Owned Business Enterprise?

Yes

No

If you answered “yes” to one or both of the above questions, please enclose a copy of your New York State certification letter with your bid.

Non-Bidder Response Form

Failure to complete and return this form via the information below by the RFP due date may result in the removal of the vendor's name from the Javits Center's solicitation list.

CONTRACTOR NAME:

ADDRESS:

CITY, STATE, ZIP CODE

RFP CONTRACT NO: **2364JF**

RFP CONTRACT TITLE: **Off-Site Urgent Care & Functional Capacity Evaluation Services**

REASONS FOR NOT BIDDING ON THE REFERENCED CONTRACT (Check all that apply)

- ☐ 1. Only interested as a potential Subcontractor.
- ☐ 2. Size of this Contract is not within the interest of Contractor.
The Contract is: too small I _____ too large _____
- ☐ 3. Contractor had an insufficient amount of time to prepare proposal. The bid package was received on _____
- ☐ 4. Contract work is not within the specialty of the Contractor.
(Please state Contractor's area of specialty)
- ☐ 5. Unable to guarantee pricing for time period requested.
- ☐ 6. Other, (Please explain in comment section below).

COMMENTS (PLEASE USE ADDITIONAL SHEETS IF NECESSARY):

Signature

Title

Return the completed form electronically to jfilipkowski@javitscenter.com