

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

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PART I

A. BACKGROUND

On October 22, 2009, Mayor Michael R. Bloomberg announced a comprehensive plan to grow New York City's green economy (the "NYC Green Economy Plan"). The 30 initiatives that comprise the plan will support and attract green businesses and entrepreneurs and provide specialized green job training to prepare New Yorkers for green jobs. The initiatives – which build upon PlaNYC, the City's comprehensive sustainability plan – will support the creation and expansion of the City's green sector workforce. Strengthening key industries and diversifying the economy is an important part of the City's Five Borough Economic Opportunity Plan to create jobs for New Yorkers today, implement a vision for long-term economic growth, and build affordable, attractive neighborhoods.

As one of the initiatives in the NYC Green Economy Plan, NYCEDC is looking to create a NYC building technology innovation center (the "Center") and is seeking assistance from an academic or non-profit institution ("the Institution") toward this end. The vision for the Center is to promote economic development in NYC by fostering a building technology cluster in NYC around the Center's work and resulting business activity.

The Center's creation is part of NYCEDC's ongoing green technology sector development efforts, the focus of which is to create jobs and attract more companies to and help grow existing companies in NYC.

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B. INVITATION TO SUBMIT PROPOSAL

1. INVITATION

NYCEDC is pleased to invite you to submit a proposal in response to this Request for Proposals (“RFP”). The Services to be performed, the Project and the Project Site are outlined in the RFP Summary below (Part I, Section 2), along with such other information as the anticipated dates for the execution of a contract with the Institution (the “Contract”), if one is selected pursuant to this RFP, and the anticipated term of such Contract.

Subject to the availability of funds and the responses to this RFP, NYCEDC will select an Institution to provide the Services. The Institution shall be experienced in all aspects of the Services. The Institution will commence the Services upon a written Notice to Proceed from NYCEDC or upon execution of a contract by the Institution and NYCEDC. The final acceptance of any successful proposal shall be subject to, and contingent upon, the negotiation between the parties of a Contract in form and substance acceptable to NYCEDC in its sole discretion. Nevertheless, **you should review and be familiar with all of the terms and conditions set forth in Part II of this RFP prior to submitting your proposal.**

2. RFP SUMMARY

2.1 **In General.** This summary of terms, deadlines and requirements specific to this RFP is set forth for your immediate reference and convenience only. It does not set forth all of the requirements of this RFP, but should be read in conjunction with the General Requirements (Part II) and the Specific Requirements (Part III) of this RFP. You should review and become familiar with all parts of this RFP prior to submitting your proposal.

2.2 Specific Terms, Deadlines and Requirements.

2.2.1 Project Information.

2.2.1.1 **The Project:** NYC Urban Technology Innovation Center

2.2.1.2 **The Project Site:** Citywide

2.2.1.3 **Type of Services:** The development of the NYC Urban Technology Innovation Center, as more specifically described in the Scope of Services attached hereto as Exhibit 1.

2.2.1.4 **Maximum Contract Price:** a negotiated price not to exceed \$250,000 (the “Maximum Contract Price”)

2.2.2 **The Institution:**

2.2.2.1 **Type:** Operator of the NYC Urban Technology Innovation Center

2.2.2.2 **The Institution Team:** It is anticipated that the Institution will lead a team of consultants (collectively, with the Institution, the “Team”) in providing the Services. The members of the Institution’s staff and/or the Institution’s subcontractors (the “Subcontractors”) on the Team are expected to include, without limitation, the following:

2.2.2.2.1 **Required Team Members:**

- (i) Executive Director
- (ii) Operational Staff (e.g. Database Manager)

2.2.2.2.2 **Other Possible Team Members:**

- (i) Fundraiser
- (ii) Administrative Assistant

2.2.2.3 **Experience Required:** The Team shall be experienced in the following:

2.2.2.3.1 Understanding the real estate and building technology industries in New York City generally, with specific understanding of existing and new building technologies for building lifecycle performance optimization, energy use savings and cost savings

2.2.2.3.2 Interfacing with executives from prominent public and private sector entities

2.2.2.3.3 Fundraising

2.2.3 **Contract Information.**

2.2.3.1 **Anticipated Contract Execution Date:** May 3, 2010

2.2.3.2 **Anticipated Contract Term:** 18 months

2.2.4 **Questions Regarding RFP.**

2.2.4.1 **Question/Clarification Deadline:**

(i) Date: January 27, 2010

(ii) Time: 5 PM EST

2.2.4.2 **Permitted Method:** In writing to Recipient at Recipient's Mailing Address or E-Mail Address as listed in Section 2.2.5 below only.

2.2.4.3 **Question Response Date:** February 5, 2010

2.2.4.4 **Answers to Questions Available at** www.nycedc.com/rfp (the "Website")

2.2.4.5 **Pre-Proposal Meeting**. Optional meeting to be held on Monday, January 25, 2010 at 11 AM at NYCEDC. Those who wish to attend must RSVP by email to UTICrfp@nycedc.com on or before Friday, January 22, 2010 at 12 PM.

2.2.5 **Proposal Submission Requirements.**

2.2.5.1 **Label on Envelope:**

2.2.5.1.1 **One for the Proposal Only:** "Proposal for Services for the NYC Urban Technology Innovation Center"

2.2.5.1.2 **One for the Doing Business Data Form Only:** "Doing Business Data Form for the NYC Urban Technology Innovation Center"

2.2.5.1.3 **One for Prices Only:** "Price Proposals for the NYC Urban Technology Innovation Center"

2.2.5.2 **Number of Sets of Proposals to be submitted:** 5

2.2.5.3 **Submission Deadline:**

(i) Date: February 25, 2010

(ii) Time: 4 PM EST

2.2.5.4 **Method:** By Hand or Express Mail or other nationally-known overnight courier

2.2.5.5 **Submit to the following Recipient:**

Maryann Catalano, Senior Vice President of Contracts

2.2.5.6 **Recipient's Mailing Address:**

NYCEDC

110 William Street, 6th Floor
New York, NY 10038

2.2.5.7 **Recipient's E-mail address:** UTICrfp@nycedc.com

2.2.6 **M/WBE Program Percentages.** Not applicable

2.2.6.1 **Target Subcontracting Percentage:** N/A

2.2.6.2 **Participation Goal:** N/A

2.2.7 **Selection Criteria.** Criteria on which NYCEDC will base its selection may include, without limitation, the following:

- 2.2.7.1 The respondent's and, as applicable, the proposed Team's experience in providing services similar to the Scope of Services described herein
- 2.2.7.2 The quality of the respondent's management, reputation, and references and, as applicable, the quality of the proposed Team
- 2.2.7.3 The terms under which the respondent will commit its personnel and, as applicable, the personnel of the proposed Team members, without transfers and changes
- 2.2.7.4 The respondent's demonstration of experience with respect to and expertise in all of the specific Services contemplated under this RFP
- 2.2.7.5 The quality of the proposal and the degree to which it demonstrates the respondent's full understanding of and the ability to perform the Services to be rendered
- 2.2.7.6 Favorable history, if any, in contracting or doing business with the City and/or NYCEDC
- 2.2.7.7 Absence of any default in respondent's financial obligations to the City
- 2.2.7.8 The proposed fee and cost schedules

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**PART II
GENERAL REQUIREMENTS**

1. SERVICES TO BE PERFORMED

- 1.1. The Institution shall perform and deliver all services specifically described in and required by the Scope of Services attached hereto as Exhibit 1 (the “Services”). **Prior to submitting your proposal, please be sure that you review and fully understand the Scope of Services.**

2. STAFFING

- 2.1. **Personnel**. The Institution shall, at its own expense, employ all personnel and retain all Subcontractors (including the subconsultants on the Team, if any) as may be required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the Contract Term. The Institution and its Subcontractors will be expected to cooperate fully with NYCEDC personnel. The respondent shall submit with its proposal resumes of its personnel and those of its Subcontractors who will perform the Services. The respondent, if selected, will be expected to use substantially the same personnel and Subcontractors described in the proposal to perform the Services. All personnel furnished by the Institution as required under the Contract shall be employees or approved Subcontractors of the Institution and not of NYCEDC or the City.
- 2.2. **Subcontractors**. If the Institution is authorized under the Contract to enter into subcontracts for specialized services as required for performance of the Services, such authorization shall be subject to the prior written approval by NYCEDC of the Subcontractor (other than members of the Team which have been previously approved), the scope of services, compensation, and the principal responsible for supervising the performance of the Subcontractor's activities. The Institution, and not NYCEDC, will be responsible for the Subcontractor's work, acts and omissions.
- 2.3. **Person in Charge**. In its proposal, respondent shall identify the member of the respondent’s staff who will have primary responsibility to perform and/or supervise and coordinate the performance of the Services.

3. COMPENSATION

- 3.1. Subject to and in accordance with the final terms of a Contract, NYCEDC shall

compensate the selected Institution as follows:

- 3.2. **In General.** Under the Contract, NYCEDC will agree to pay to the Institution an amount not to exceed a Maximum Contract Price to be negotiated between NYCEDC and the Institution based upon its response to this RFP. The Maximum Contract Price shall be the maximum compensation for all of the Services provided by the Institution pursuant to the Contract and all expenses of the Institution in connection therewith, including costs of any Subcontractors. The Maximum Contract Price shall be payable as provided for in Exhibit 2 attached hereto.
- 3.3. **Payments.** In order to receive payment for Services, the Institution will be required to submit a requisition setting forth in detail, for the period for which payment is requested, the Services actually rendered during that period and the amount of payment requested and due therefor. Requisitions may not be submitted more than once per month. All requisitions shall be subject to NYCEDC's review, verification and approval, and all payments shall be conditioned upon NYCEDC's determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract.
- 3.4. **Sales and Use Tax.** NYCEDC is exempt from state and local sales and use tax. SUCH TAX IS NOT TO BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. NYCEDC will provide the selected Institution with an appropriate sales and use tax exemption certificate.

4. Intentionally Omitted.

5. **DOING BUSINESS DATA FORM REQUIREMENTS.** Pursuant to the City's Local Law No. 34, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city", as such terms are defined in LL 34. In order for the City to obtain information necessary to establish the required database, each respondent must complete a Doing Business Data Form in the form available at the Website and described in Exhibit 3 and return it **in a separate envelope** with the respondent's proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions. Respondents are encouraged to consult legal counsel with respect to the impact of LL 34. Respondents may also wish to review the document "Q&A: The *Doing Business Data Form* and the *Doing Business Database*" available at the Website and described in for further information. Note that responding to this RFP constitutes "doing business with the city" under LL 34.

6. CONTRACT CONDITIONS.

- 6.1. **In General.** The acceptance of any proposal shall be subject to, and contingent upon, the execution by NYCEDC of a Contract to be prepared by NYCEDC.
- 6.2. **Specific Terms.** The Contract shall contain, among other terms, certain provisions required by law, by policies of NYCEDC, the City, and the City Contract including,

without limitation, the following:

- 6.2.1. Executive Order 50 Supply and Service Rider - attached as Exhibit 4 hereto. This rider contains equal opportunity requirements mandated under Executive Order No. 50 (1980).
- 6.2.2. Provisions providing that the Institution:
 - 6.2.2.1. shall perform all of the Services in a prudent and professional manner and in accordance with standards and practices as are customary for such Services in the New York City Metropolitan Statistical Area;
 - 6.2.2.2. shall not receive payment for Services unless the Services have been satisfactorily performed, at NYCEDC's sole and reasonable discretion;
 - 6.2.2.3. is an independent contractor and that neither it nor any of its employees is or shall be an agent, servant or employee of the City or NYCEDC;
 - 6.2.2.4. shall defend, indemnify and hold harmless the City and NYCEDC against any claims or damages relating to its acts and omissions;
 - 6.2.2.5. shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of six (6) years from the end of the Contract Term, and shall make such records available for inspection and audit;
 - 6.2.2.6. has no conflicts of interest with, or outstanding financial obligations owing to, the City;
 - 6.2.2.7. maintains insurance as specified in Exhibit 5 hereto with insurers licensed or authorized to provide insurance and in good standing in the State of New York, such policies to be in a form acceptable to, and include any conditions reasonably required by NYCEDC, and naming NYCEDC and the City as additional insureds;
 - 6.2.2.8. is licensed to conduct business in the State of New York;
 - 6.2.2.9. shall comply with the City's requirements regarding vendor background investigations, which include a review by the City's Department of Investigation of the City's past experience with the Institution;
 - 6.2.2.10. shall complete and submit the Business Entity Questionnaire and a Principal Questionnaire for each principal of the Institution (collectively, the "Vendex Clearance Forms");
 - 6.2.2.11. shall complete and submit the Doing Business Data Forms;

- 6.2.2.12. shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. The Institution must further agree that it shall employ no person having such a conflict of interest in the performance of the Services;
- 6.2.2.13. shall agree to New York County as the venue in any legal action or proceeding between the Institution and NYCEDC;
- 6.2.2.14. acknowledges that the Contract shall be assignable to the City; and
- 6.2.2.15. shall comply with the City's prohibition of certain business practices with respect to Northern Ireland.

7. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

- 7.1. **Proposal as Offer to Contract.** Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute a Contract with the terms set forth in Part II of the RFP. The successful respondent shall cooperate in supplying any information as may be required with respect to the Vendex Clearance Forms, and any other government review and approval forms. Respondent's proposal shall remain open for acceptance by NYCEDC and shall remain firm and binding upon the respondent for at least 60 days after the date on which the proposals are received by NYCEDC, except that NYCEDC may by written notice to the respondent extend that date for an additional 45 days.
- 7.2. **News Releases.** Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from NYCEDC. All news and press releases pertaining to this RFP must be made in coordination with NYCEDC.
- 7.3. **Investigations/Derogatory Information.** The respondent, the members of its Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, must complete a background questionnaire and shall be subject to investigation by NYCEDC and the City's Department of Investigation. The selection of a respondent may be rejected or revoked, or the Contract, if awarded, terminated for cause, in NYCEDC's sole discretion, in the event any materially derogatory information is revealed by such investigation or otherwise including, without limitation, that any such persons or any other persons substantially involved in the respondent's activities has committed any of the acts or omissions specified as the grounds for debarment in the City's *Procurement Policy Board Rules*.
- 7.4. **Freedom of Information Law.** All proposals submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A respondent may provide in writing, at the time of its submission, a

detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative, but will be considered by NYCEDC when evaluating the applicability of any exemptions in response to a FOIL request.

- 7.5. **Costs.** NYCEDC shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. NYCEDC is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless NYCEDC has expressly agreed to do so in writing.
- 7.6. **NYCEDC Rights.** This is a "Request for Proposals" and **not** a "Request for Bids". NYCEDC shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, NYCEDC reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as NYCEDC may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in NYCEDC's sole discretion. NYCEDC may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of NYCEDC.
- 7.7. **Applicable Law.** This RFP and any Contract, Subcontract or any other agreement resulting herefrom are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.
- 7.8. **Modifications and Questions.**
- 7.8.1. NYCEDC will advise RFP respondents of any modifications to this RFP by posting them on the Website. (See Part I, Section 2.2.4.4.) Nothing stated at any time by any representative of NYCEDC or of any other entity shall effect a change in, or constitute a modification to this RFP unless posted on the Website or confirmed in writing by NYCEDC.

- 7.8.2. Respondents may submit questions and/or request clarifications from NYCEDC by submitting them ***in writing*** to the Recipient at the Recipient's Mailing Address or E-Mail Address listed in the RFP Summary (Part I, Section 2.2.5.7). All questions and requests for clarifications must be submitted no later than the Question/Clarification Deadline listed in the RFP Summary (Part I, Section 2.2.4.1). Any questions or requests for clarifications received after this date will not be answered. All questions received through the Question/Clarification Deadline will be answered no later than the Question Response Date listed in the RFP Summary (Part I, Section 2.2.4.3), and NYCEDC shall post such answers on the Website, so as to be available to all respondents, if NYCEDC determines that such answers provide material clarification to the RFP.
- 7.8.3. Respondents are reminded to check the Website periodically to view updated information and answers to questions posed by other respondents.
- 7.8.4. While NYCEDC may send Notices, Addenda or other information related to this RFP to respondents via e-mail alerts or otherwise in writing, such e-mail alerts and other written materials shall be considered courtesy copies only. In the event any conflict exists between any information set forth on the Website and any Notice, Addendum or other information provided to a respondent by NYCEDC in writing via e-mail or otherwise, the information set forth on the Website will govern and be definitive. NYCEDC is not obligated to provide the respondent with any Notices, Addendum or other information that appears on the Website in writing, and the fact that NYCEDC may have sent one or more e-mails, Notices, Addenda or other written information to a respondent shall not be deemed to imply that NYCEDC has any duty or obligation to continue to do so.
- 7.9. **City Not a Party.** The City is not a party to this RFP, has made no representation to any prospective respondent and shall have no liability whatsoever in connection with this RFP.
- 7.10. **Brokerage Fees or Commissions.** The City and NYCEDC shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. The respondent agrees to pay the commission or other compensation due to any broker or finder in connection with the Contract, and to indemnify and hold harmless the City and NYCEDC from any obligation, liability, cost and/or expense incurred by the City or NYCEDC as a result of any claim for commission or compensation brought by any broker or finder in connection with the Contract.
- 7.11. **Additional Work.** During the Contract, NYCEDC, in its sole discretion, may choose to work with the selected Institution and/or hire its services for projects other than or that exceed the Scope of Services described herein. NYCEDC's decision to do so may be based on the institution's relevant experience and its successful performance under the Contract.
- 7.12. **Proposals From Principals.** Only proposals from principals will be considered

responsive. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.

- 7.13. **Disclaimer**. NYCEDC and the City, and their respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, NYCEDC and the City do not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

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**PART III
SPECIFIC REQUIREMENTS**

1. STRUCTURE AND CONTENT.

In order to be considered responsive, your proposal must be organized and include all of the items as listed below. Part I, Section 2.2.6 indicates that:

- M/WBE Program Percentages **are not** applicable to this RFP. Therefore, the proposal must be submitted in **three (3) sealed envelopes**.

The contents of the envelopes must be as follows:

1.1 **Envelope # 1.** In one sealed envelope, labeled as required by Part I, Section 2.2.5.1.1 place the following:

1.1.1 A statement of your approach to the Services that clearly demonstrates your understanding of the Scope of Services and your ability to manage and complete multiple projects in a timely and cost-efficient manner. It is imperative that the proposal includes a list and detailed explanation of the extent of all services to be performed by Subcontractors. **Your statement of your approach to the Services should include, but not be limited to, a draft outline of the NYC Urban Technology Innovation Center blueprint requested in Task 1 of the Scope of Services** (attached hereto as Exhibit 1). The outline should be no longer than twenty (20) pages (excluding appendices) and should include the following:

1.1.1.1 A schedule for completing all aspects of the Services.

1.1.1.2 Outline of blueprint for corporation governance: Please be sure to include your approach to potential conflicts of interest, a list of potential members of an advisory board (the “Board of Directors”), and the role you envision for NYCEDC involvement. Please also indicate whether you have identified any potential candidates to lead the NYC Urban Technology Innovation Center as Executive Director.

1.1.1.3 Initial hypotheses: Based on the objectives described in the Scope of Services (Exhibit 1), please provide (a) a list of names of five to ten institutions (e.g., building owners, technology companies, other stakeholders) you believe are essential participants in the NYC Urban Technology Innovation Center and corresponding reasons for involvement, (b) a list of three to ten building technologies (e.g., specific on-site energy generation or smart-grid technologies) which you propose as focus areas for the NYC Urban Technology Innovation

Center, and (c) an explanation of why you believe the NYC Urban Technology Innovation Center will drive significant growth in these technology areas.

1.1.1.4 Risks: A description of the three greatest risks to the success of the NYC Urban Technology Innovation Center and how you plan to mitigate these risks.

1.1.1.5 Your proposed approach to making matches for technology deployments between interested building owners, technology companies and other relevant organizations.

1.1.2 Proposals should demonstrate clearly that the respondent is capable of and experienced in providing all of the Services necessary for the complete performance of the Contract.

1.1.3 The proposal should contain a description of the respondent's organization, including a history of the institution, a summary description of all significant subsidiaries and affiliates, an organization chart indicating the level of responsibility of all personnel who are expected to provide Services, and the name and location(s) of business of the respondent. This should be accompanied by, to the extent known, the names and resumes of all individuals and entities that will be performing the Services under the Contract including, without limitation, all personnel, Subcontractors and other entities or individuals performing and/or supervising the Services, and the respondent's proposed staffing schedule. Please include the addresses, phone and fax numbers, e-mail addresses, designated roles, and relevant experience and expertise for the same. Please include these materials in an appendix to the statement of your approach to the Services.

1.1.4 The respondent shall make the following statements and representations as part of its proposal:

1.1.4.1 That the respondent has examined all parts of this RFP, including the Scope of Services, and all terms and conditions hereof.

1.1.4.2 That the respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation for the performance of the Services.

1.1.5 The respondent should provide a description of services it has previously provided to governmental and quasi-governmental organizations with similar requirements to those contained herein. If applicable, please provide a detailed description of your experiences developing a research institute and describe what you have learned from this experience. Please provide contact details for at least three references for administrators, donors, or contract officers for projects where you provided similar services. Information concerning personnel assignment and contract duration should be described. Please include these materials in an appendix to the statement of your approach to the Services.

1.1.6 **Do not include in this portion of your proposal any costs or fees associated with the above items.** Costs and fees should be included in a separate envelope. (See Part III, Section 1.3 below.)

1.1.7 **Do not include in this portion of your proposal your Doing Business Data Form.** This form should be included in a separate envelope. (See Part III, Section 1.2 below.)

1.2 **Envelope #2.** In a second sealed envelope labeled as required by Part I, Section 2.2.5.1.2 place a complete and accurate Doing Business Data Form in the form as described in Exhibit 3 to this RFP.

1.3 **Envelope #3.** In a third sealed envelope labeled as required by Part I, Section 2.2.5.1.3 place complete fee and cost schedules for all Services. All fee and cost schedules should be submitted in the forms attached hereto as Exhibit 2 to this RFP. NYCEDC may not consider fee and cost schedules that do not follow the prescribed formats.

1.4 **Non-compliant Proposals.** In furtherance of and without limiting NYCEDC's rights as set forth in Part II, Section 7.6 of this RFP, non-compliant proposals may, in NYCEDC's sole discretion, be considered "not responsive" and may be rejected by NYCEDC including, without limitation, proposals that are:

1.4.1 not enclosed in separate sealed envelopes as aforesaid;

1.4.2 not properly labeled;

1.4.3 received by a person other than the designated Recipient; and/or

1.4.4 missing any information, certifications, supplemental forms or other documentation required by this RFP or by applicable law.

1.5 **Cover Letter.** You should include a cover letter summarizing key points of your proposal.

2. **PRE-PROPOSAL INFORMATION MEETING.** If Part I, Section 2.2.4.5 indicates that a pre-proposal information meeting will be held, you should attend the meeting in order to receive any additional information that may be distributed at the meeting. You will also be able to obtain answers to any questions you may have about the Services at the meeting. **Attendance at the pre-proposal information is strongly encouraged.** Please confirm your attendance with the Confirmation Contact Person identified in Part I, Section 2.2.5 indicating who from your office will attend. Except as may otherwise be permitted by Part I, Section 2.2.4.2, no other contact with NYCEDC or the City regarding issues raised by this RFP is permitted.

3. **INTERVIEWS.** Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with NYCEDC will be scheduled after its initial review of proposals.

4. **SELECTION.** NYCEDC will review each respondent's proposal in its totality. The selected respondent, if any, will be a respondent whose proposal is most advantageous to NYCEDC's goals. See Part I, Section 2.2.7 for an explanation of the criteria on which NYCEDC will base a selection.

5. **SUBMISSION.**

5.1. You must submit three proposals, as indicated in Part I, Section 2.2.5.2.

5.2. All proposals must be **delivered by hand or express mail or other nationally-known overnight courier.** Proposals received via facsimile or e-mail transmittal, or by regular mail will not be accepted.

5.3. **Proposals are due and must be received by the Recipient at the location designated in Part I, Section 2.2.5.6 no later than the Submission Deadline.** Please be sure to leave adequate time to get through building security. Proposals received after the indicated date and hour and/or at a different location may not be considered.

5.4. NYCEDC reserves the right, in its discretion, from time to time, to postpone the date for submission and opening of proposals. **Respondents are again reminded to check the Website periodically for updated information, which may include a notice of postponement.** Any proposal submitted prior to such notice may be withdrawn without prejudice.

5.5. Please note that you must respond to this RFP in order to be eligible to be considered for the award of the Contract for the Services pursuant to this RFP.

5.6. For more information, please contact the Recipient at: UTICrfp@nycedc.com.

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

**EXHIBIT 1
TO
REQUEST FOR PROPOSALS
SCOPE OF SERVICES**

I. DEFINITIONS

A. All definitions set forth in the Contract to which this Appendix is attached shall have the same meaning herein unless otherwise defined or the context otherwise requires.

B. The following terms shall have the following corresponding meanings:

“NYCEDC” shall mean the New York City Economic Development Corporation.

“NYC” and “the City” shall mean New York City.

“Institution” shall mean the academic or non-profit partner which will be awarded the contract to perform the services listed herein.

“Center” shall mean the NYC building technology innovation center described below, which NYCEDC has tentatively named ‘NYC Urban Technology Innovation Center’.

“Board of Directors” shall mean an advisory board that the Institution will create to guide the Center, overseeing the Center’s management, setting its strategic priorities and advising on fundraising.

“Building Owners” shall mean real estate companies with buildings under management.

“Technology Companies” shall mean technology companies that provide products and services designed to enhance a building’s performance throughout its lifecycle. Examples of such technologies include, but are not limited to, products and services for the generation, distribution & management, and consumption of energy in, on, or under buildings.

“Other Relevant Parties” shall mean any stakeholders other than the host Institution, Building Owners, and Technology Companies that may collaborate with the Center. Examples of such organizations include, but are not limited to, architectural & engineering firms, financial institutions, utilities, unions, nonprofits, and academic institutions.

II. BACKGROUND

On October 22, 2009, Mayor Michael R. Bloomberg announced a comprehensive plan to grow New York City’s green economy (the “NYC Green Economy Plan”). The 30 initiatives that comprise the plan will support and attract green businesses and entrepreneurs and provide specialized green job training to prepare New Yorkers for green jobs. The initiatives – which build upon PlaNYC, the City’s comprehensive sustainability plan – will support the creation and expansion of the City’s green sector workforce. Strengthening key industries and diversifying the economy is an important part of the City’s Five Borough Economic Opportunity Plan to create jobs for New Yorkers today, implement a vision for long-term economic growth, and build affordable, attractive neighborhoods.

As one of the initiatives in the NYC Green Economy Plan, NYCEDC is looking to create a NYC building technology innovation center (the “Center”) and is seeking assistance from an academic or non-profit institution (the “Institution”) toward this end. The vision for the Center is to promote economic development in NYC by fostering a building technology cluster in NYC around the Center’s work and resulting business activity.

The Center’s creation is part of NYCEDC’s ongoing green technology sector development efforts, the focus of which is to create jobs and attract more companies to and help grow existing companies in NYC.

III. OBJECTIVES

The Institution should work toward the following objectives:

Technology Development & Deployment

- 1) Match opportunities for development and deployment of new building technologies among Building Owners, Technology Companies, and Other Relevant Parties by using NYC as the testing platform, strengthening NYC as a hub for next-generation building technology
- 2) Provide an information clearing-house role by codifying and sharing with Center membership building technology deployment lessons learned and best practices, such as qualitative and quantitative information related to technology planning, benchmarking, financing, installation, management, measurement & monitoring

- 3) Develop technology solutions to NYC-specific building management challenges in a joint manner among Building Owners, Technology Companies, and Other Relevant Parties
- 4) Foster more NYC research & development (“R&D”) on new building technologies

Economic Development

- 5) Spur more NYC intellectual property (“IP”) creation and investment from R&D innovations in the area of new building technology
- 6) Catalyze more business opportunities in NYC for startup, existing building technology companies and other urban technology industry stakeholders

IV. GENERAL DESCRIPTION OF SERVICES

NYCEDC is seeking an Institution to host, develop, and manage the Center.

A note about RFP responses:

- NYCEDC anticipates that an Institution may choose to respond as the lead organization in a consortium of interested organizations. While this would be an acceptable response providing it adheres to all terms and conditions listed herein, any contract resulting from this RFP will need to be between NYCEDC and a single host Institution. Any consortium model will need to be clearly articulated in the Institution’s RFP response.
- NYCEDC anticipates that an Institution may choose to meet the objectives of this RFP through an existing structure or unit within its organization, rather than through a new structure specifically created in response to this RFP. While this would be an acceptable response providing it adheres to all terms and conditions listed herein, this will need to be clearly articulated in the Institution’s RFP response.

The role of the host Institution

The Institution shall:

- Provide physical space of approximately 1,000 square feet to house the Center and necessary equipment to accommodate program activities
- Provide personnel to include an executive director and at least one operational staff
- Form a Board of Directors to guide the Center, overseeing the Center’s management, setting its strategic priorities and advising on fundraising
- Accomplish the activities detailed below (in Section VI. Specific Work Requirements) through the efforts of Center staff working in coordination with Building Owner and Technology Company members, NYCEDC, and any Other Relevant Parties
- Conduct research relevant to goals of Center with support of Center membership

The role of NYCEDC

NYCEDC will assist the Institution through:

- Limited financial assistance in an amount to be determined following the receipt of RFP responses, but for no more than \$250,000 for a period of no more than 18 months following the commencement of work
- Making City and NYCEDC buildings available for technology deployments, where possible
- Ongoing strategic guidance to the Center to enhance its overall economic impact. NYCEDC expects that it will play a significant role on the Board of Directors, having approximately 1/3 of the voting rights
- Continued dialogue with industry partners to help ensure the Center's financial sustainability and operational success
- Leading discussion forums with Center members on City building performance challenges and opportunities where possible

The role of Center members

It is expected that the Center will include a paying membership—to help defray its operational costs—that may come from participating Building Owners, Technology Companies and/or Other Relevant Parties. The Institution will need to provide an expected Center membership payment structure as part of the tasks listed in Section VI. Task 1.

It is expected that participating Center members will interact with the Center as described below.

- 1) Building Owner members will:
 - Make buildings available for deployments of new building technologies, at Building Owner members' discretion
 - Share building technology deployment lessons learned and best practices
 - Participate in benchmarking studies and knowledge sharing events
 - In exchange, Building Owner members will have new opportunities for building performance improvements through technology deployment matches and best-practices information. Building Owner members will receive access to the Center's output and activities outlined in Section VI. Task 2 under Specific Activities.
- 2) Technology Company members will:
 - Deploy and test new building technologies in NYC buildings made available by Building Owner members and, where possible, the City
 - Conduct and present cutting edge research and recent project successes
 - Work to solve specific building performance issues outlined by Building Owner members
 - In exchange, Technology Company members will have new opportunities to address through their products and services existing and future building performance needs of Building Owner members. Technology Company members will receive access to the Center's output and activities outlined in Section VI. Task 2 under Specific Activities

3) Other Relevant Party members will:

- Interact with the Center in a manner to be determined following the award of this RFP. Examples of potential participation include, but are not limited to, joint information-sharing, research, training and financing activities. Examples of these members may include, but are not limited to, architectural & engineering firms, financial institutions, utilities, unions, nonprofits, and academic institutions.

V. COSTS/BUDGET CONSTRAINTS

The Institution shall perform the services described herein (the “Services”) with the understanding that NYCEDC will provide limited financial assistance to the Institution to partially defray the Center’s operational costs. The Institution shall perform the Services that take cognizance of the budget constraints.

VI. SPECIFIC WORK REQUIREMENTS

Below is what NYCEDC envisions regarding the approach to the delivery of the Services. However, respondents are encouraged to be creative and suggest an alternative approach to the structure and provision of these Services. The Center’s Services shall be performed as a series of specific tasks, as follows:

Task 1: Develop a Blueprint for the Center

The blueprint should explain the respondent’s vision for how the Center will operate and how it will achieve the goals outlined above and specific work requirements below. It is expected that finalizing the blueprint will involve dialogues with NYCEDC, and that the blueprint will be subject to review and approval by NYCEDC.

The blueprint should specifically include the following:

- A. Corporate Governance & Relationship Development Plan, including:
 - a. Articulating a mission statement for the Center, reflecting NYCEDC’s intentions as outlined in this RFP
 - b. Proposing a corporate structure for the Center (e.g., entity within respondent’s organization, corporation, nonprofit, partnership)
 - c. Engaging resources of Other Relevant Parties, to the extent applicable
 - d. Approach to the formation of the Board of Directors
 - e. Approach to handling potential liability and intellectual property issues relating to technology development and deployment

- f. Approach to handling other potential conflicts of interest such as willingness to freely share best practices information among Center members
- B. Sustainable Operational and Financial Plan, including:
- a. Approach to handling the specific operational tasks outlined below in Task 2
 - b. Approach to fostering technology research, testing and deployment relevant to the Center among Center members
 - c. Fundraising to support ongoing Center operations. It is NYCEDC's intention that the Center will be self-sustaining.
 - d. Approach to a membership payment structure for participating Center members
 - e. Hiring and managing staff. NYCEDC anticipates that the Center will initially require a dedicated staff of approximately one to two full time employees, to include an executive director and a minimum of one additional staff member with staffing growing as programs develop
 - f. Securing and managing a dedicated work space
- C. Technology Deployment Matching Plan, including:
- a. Maximizing efficiency of information flow between Building Owners, Technology Companies, and other Relevant Parties by
 - Collecting and distributing technology requests by Building Owners
 - Communicating the availability of new technology solutions to Building Owners
 - Distributing information to Center members on upcoming deployments
 - Tracking deployments underway
 - Encouraging collaboration among Center members
- D. Developing measures of success, potentially using metrics such as member building performance gains, cost savings, number of technology deployments, number of knowledge events
- E. Timeline, budget, and any additional items not described here that the responding Institution believes necessary for the development of a successful Center

Task 1 Deliverable: *A comprehensive document detailing the Institution's recommended blueprint as described above. The task shall not be considered complete until the document has been approved in writing by NYCEDC.*

Task 1 Timeframe: *Not later than four (4) weeks following the Contract Execution Date.*

Task 2: Launch and Manage the Center

The Institution will generally manage, coordinate, and implement the Center, including, without limitation:

- A. Officially launching the Center by identifying and outfitting a space in which to host it, not later than June 7, 2010
- B. Working toward achieving objectives listed above and all tasks mentioned herein
- C. Developing a budget for the Center
- D. Soliciting funds and other resources from Center members and other sources
- E. Managing Program costs and adhering to Program budget
- F. Hiring, managing and coordinating Center staff
- G. Working to recruit, on an ongoing basis, Building Owners & Technology Companies for membership and involving Other Relevant Parties as necessary
- H. Managing a public web site describing the Center's work and featuring prominent collaborators, sample initiatives and an ongoing calendar of events
- I. Liaising with the general public and managing inquiries related to the Center

Specific tasks related to launching and managing the Center will depend on the blueprint developed by the Institution and approved by NYCEDC (Task 1). NYCEDC anticipates that launching and managing the Center would include the following types of activities (provided as examples):

Specific Activities

- 1. Organizing and hosting events on a quarterly basis to:
 - a. match opportunities for deployment and testing of new building technologies among Building Owners, Technology Companies and Other Relevant Parties
 - b. address Building Owner members' outstanding building performance needs through challenges where Technology Companies and select Other Relevant Parties compete to address the particular need
 - c. share knowledge among and provide networking opportunities for Center members
- 2. Producing detailed case studies and reports featuring Center member building technology deployments and benchmarking projects on a semi-annual basis at the minimum to:
 - a. showcase best practices through key drivers of success in specific deployments
 - b. identify opportunities for further building performance gains and cost savings
- 3. Creating a NYC Building Best Practices Database within the first year of the Center's operations to:
 - a. track building technology deployment lessons learned and best practices, such as qualitative and quantitative information related to technology planning, benchmarking, financing, installation, management, measurement & monitoring
 - b. classify and categorize Center member building stock in a taxonomy of relevant characteristics to be determined by Center staff working in consultation with Center membership and NYCEDC (e.g. age, size, type, etc.)

Task 2 Deliverable: *Provide quarterly updates to the Board of Directors. Update materials should include, at a minimum, a PowerPoint presentation outlining recent Center activities, newly recruited members, active research partnerships, and Center performance quantified according to the success metrics defined in Task I.*

Task 2 Timeframe: *On-going and as listed above. Center expected to begin operations not later than June 7, 2010.*

Task 3: Issue Center Performance Reports

- A. **Annual Summaries.** At the end of years one and two of the Center's operations, the Institution is expected to analyze the Center's success in a written report to be shared with NYCEDC and the Board of Directors. Success should be measured using the metrics defined in Task 1. NYCEDC expects that the reports generated at the end of years one and two will provide a complete analysis and description of the Center's performance.
- B. **18 Month Comprehensive Report.** At the end of 18 months of the Center's operations (the end of the anticipated Contract Term with NYCEDC), the Institution is expected to provide a comprehensive report on the Center's performance.
- C. **Year 3 Comprehensive Report.** At the end of 36 months of the Center's, the Institution is expected to provide a comprehensive report on the Center's performance.
 - The 18 Month and Year 3 Comprehensive Report should describe findings and performance, and should include an executive summary, which can be reproduced as a stand-alone document, along with the detailed Center outline and description. All supporting documentation, including, without limitation, data and analysis, notes, interview transcripts, plans, and reference materials, shall be included in appropriate appendices.
 - The Institution shall give NYCEDC the opportunity to review the 18 Month Comprehensive Report in draft form. Following review and approval by NYCEDC and the incorporation of any required changes, this report shall be submitted in hard copy and electronic format.

Task 3 Deliverable: *Annual Summaries and the 18 Month Comprehensive Report to be provided in electronic format, as well as a printed, bound, color documents (5 copies); Year 3 Comprehensive Report format to be determined*

Task 3 Timeframe: *Annual measurement of success to be submitted at the end of years one, two and three. 18 Month Comprehensive Report of overall performance to be submitted 18 months after the Contract Execution Date. Year 3 Comprehensive Report to be submitted 36 months after the Contract Execution Date.*

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

**RESPONDENT'S PROPOSAL CERTIFICATION FORM
AND
FEE AND COST SCHEDULES**

NYCEDC intends to provide up to \$250,000.00, subject to the availability of funds, to the selected Institution ("NYCEDC Funding"), but anticipates that the selected Institution will be able to fund a portion of the Services itself. If respondent estimates that the project costs will exceed NYCEDC Funding, respondent must demonstrate its ability to cover such costs in excess of the NYCEDC Funding. NYCEDC anticipates disbursing NYCEDC Funding upon the successful completion of each task listed in the Scope of Services, and should state their total estimated costs for each of these tasks. Respondents should provide an estimate of how much each task will cost and indicate where respondent intends to utilize NYCEDC Funding.

Respondents should utilize the form attached as Exhibit 2-1, though NYCEDC may consider other disbursement methods.

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

Task	Estimated Total Cost	NYCEDC Payment
<i>Task 1 – Develop Blueprint for NYC Urban Technology Innovation Center</i>		
Task 1 Total	\$	Up to \$50,000
<i>Task 2 – Launch and Manage NYC Urban Technology Innovation Center</i>		
Task 2 Total	\$	Up to \$125,000
<i>Task 3 – Report on Performance of NYC Urban Technology Innovation Center</i>		
Task 3 Total	\$	Up to \$75,000
Total Amount	\$	Up to \$250,000

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

**EXHIBIT 2
TO
REQUEST FOR PROPOSALS**

RESPONDENT'S PROPOSAL CERTIFICATION FORM

Proposal Submitted by

[Insert Name of Respondent] (The "Respondent")

Respondent, in accordance with and subject to all of the terms and conditions of the Request for Proposals pursuant to which this proposal (the "Proposal") is being submitted, agrees that it will provide in consideration of the price(s) set forth in the Fee and Cost Schedule, all of the Services set forth in the Scope of Services in accordance with the Contract, and to accept in full compensation therefore (including without limitation all overhead, profit, taxes and other charges and expenses applicable thereto), the price(s) stated in the Fee and Cost Schedule. The Fee and Cost Schedule, is simultaneously being delivered to you in a separate sealed envelope and is incorporated herein and made part hereof.

Respondent makes the following statements and representations as part of its Proposal:

- (a) That the Respondent has examined all parts of the RFP, including the Scope of Services, and all terms and conditions hereof.
- (b) That the Respondent agrees to obtain all necessary approvals, permits and/or licenses required by law or regulation of the performance of the Services.

In order to induce NYCEDC to accept this Proposal, Respondent hereby agrees to abide by all of the terms and conditions set forth in Part II of the RFP including, without limitation, all representation and warranties set forth therein.

WHEREFORE, the Respondent submits this Proposal to NYCEDC.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

Respondent's Tax I.D. Number: _____

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

**EXHIBIT 3
TO
REQUEST FOR PROPOSALS**

DOING BUSINESS DATA FORM

Each respondent shall complete and submit a Doing Business Data Form which can be found at <http://www.nycedc.com> in the following section (as set forth below):

“ProjectsOpportunities/WorkingWithNYCEDC/VendexOtherForms”.

If the respondent cannot access or download these forms, the Corporation may, upon request, send the Institution the required forms.

DOING BUSINESS ACCOUNTABILITY PROJECT FORMS

Local Law 34 of 2007 (**LL 34**) requires the creation of a database containing information about entities that do business with the City as defined by the law, and principal officers, owners and senior managers of these entities. This information will be collected on Doing Business Data Forms that are distributed, collected and reviewed by agencies, and forwarded to the Doing Business Accountability Project (DBAP) at MOCS for processing. Collected data will be used to identify entities and people who are subject to LL 34’s limitations on campaign contributions in municipal elections.

If you have any questions or concerns, please contact the **Doing Business Accountability Project** at 212-788-8104 or DoingBusiness@cityhall.nyc.gov.

 [Doing Business Form](#) (829 KB)

 [Doing Business Form-Real Property](#) (953 KB)

 [Q&A General](#) (35 KB)

 [Q&A Real Property](#) (35 KB)

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

**EXHIBIT 4
TO
REQUEST FOR PROPOSALS
E.O. 50 SUPPLY & SERVICE RIDER
EQUAL EMPLOYMENT OPPORTUNITY**

[Note: for purposes of this rider, the “contractor” means the Institution to be identified in this Contract]

This contract is subject to the requirements of Executive Order No. 50 (April 25, 1980) (§10-14) as revised (“E.O.50”) and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

- (1) will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;
- (2) will not discriminate in the selection of subcontractors on the basis of the owner’s, partners’ or shareholders’ race, color, creed, national origin, sex, age, handicap, marital status or sexual orientation or citizenship status;
- (3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or citizenship status, or it is an equal employment opportunity employer;
- (4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 (§10-14) and the rules and regulations promulgated thereunder; and

- (5) will furnish before the contract is awarded all information and reports including an Employment Report which are required by E.O. 50 (§10-14), the rules and regulations promulgated thereunder, and orders of the Director of the Division of Labor Services (the "Division"). Copies of all required reports are available upon request from the contracting agency; and
- (6) will permit the Division to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Division, the Director may direct the imposition by the contracting agency head of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Division may recommend to the contracting agency head that a contractor who has repeatedly failed to comply with E.O. 50 (§10-14) and the rules and regulations promulgated thereunder be determined to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of New York City's small purchase limit established by rule of New York City's Procurement Policy Board to which it becomes a party unless exempted by E.O. 50 (§10-14) and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Division of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 (§10-14) and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 (§10-14) and the rules and regulations promulgated thereunder.

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

Exhibit 4

E.O. 50 EMPLOYMENT REPORT FORM

The Institution shall complete and submit it, and if applicable, shall require its Subcontractors to complete and submit it, Employment Reports (as required by E.O. 50) to the Corporation which can be found at www.nycedc.com in the following section (as set forth below):

“Projects/Opportunities/WorkingWithNYCEDC/Vendex/OtherForms”.

If the Institution cannot access or download these forms, the Corporation will, upon request, send the Institution the required forms.

Non-Construction Consulting Contracts

Non-construction consulting contracts require a Supply & Service employment report. Generally, the “under 50 employees” form should be used by companies with fewer than 50 employees, and the longer “full form” should be used for companies with more than 50 employees. Please refer to the Supply & Service instructions document to learn more about the forms.

[Supply & Service Employment Report Instructions](#) (PDF 273 KB)

[Supply & Service – under 50 employees](#) (PDF 18 KB)

[Supply & Service – full form](#) (PDF 142 KB)

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

Exhibit 4

E.O. 50 PAYROLL REPORT FORM AND INSTRUCTIONS



THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
Bureau of Labor Law

PAYROLL REPORT
(TO BE SUBMITTED WITH REQUISITION FOR PAYMENT)

Agency

PHONE No.

PAYROLL No.

NAME OF CONTRACTOR/CONTRACT NO.
CONTRACT REG NO.

JOB CODE

WEEK ENDING DATE

PROJECT NAME & LOCATION

PHONE No.

TAX ID No.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	
NAME, ADDRESS, SOCIAL SECURITY No.	LETTERED & CIRCLED CLASSIFICATION (JOURNEYPerson or Apprentice or Helper)	T 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 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1000	LETTERED & CIRCLED CLASSIFICATION (JOURNEYPerson or Apprentice or Helper)	T 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 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PAY PER HOUR	TOTAL BASE PAY	RATE PER HOUR (If Union is Checked)	PAID TO LOCAL # (If Union is Checked)	TOTAL PAID	GROSS PAY	TOTAL TAX & OTHER DEDUCTIONS	NET PAY

(INSTRUCTIONS ON REVERSE SIDE)

FALSIFICATION OF STATEMENT IS A PUNISHABLE OFFENSE

I hereby certify that the above information represents wages and supplemental benefits is paid to all persons employed by my firm for construction work upon the above project during the period shown. I understand that the Agency relies upon the information as being complete and accurate in making payments to the undersigned.

SIGNATURE _____ NAME (Print) _____ TITLE _____ DATE _____

INSTRUCTIONS FOR PREPARING AND SUBMITTAL OF A PAYROLL REPORT

1. All persons who perform any on-site construction activity, during the period of requisition, shall be listed on the Payroll Report.
2. Separate Payroll Reports shall be submitted by the prime contractor and each sub-contractor who performs any on-site construction activity during the period of the requisition.
3. Failure to provide the required Payroll Report may result in the requisition for payment being returned unpaid or the payment reduced.
4. **PAYROLL REPORT HEADING:** The spaces between the first set of double lines shall be referred to as the Payroll Report Heading and shall require the following information:

NAME OF CONTRACTOR / SUB-CONTRACTOR: Circle either the word CONTRACTOR or SUB-CONTRACTOR as applicable. The legal name of the firm submitting the Payroll Report shall be placed immediately below this designation.

ADDRESS: Insert the current address (i.e. Street, City, State & Zip Code) of the firm submitting the Payroll Report.

PHONE No.: Enter the telephone number of the firm in the space provided.

PAYROLL No.: In the space provided, enter the Payroll Number of the Contractor or Sub-Contractor.

CONTRACT REG. No.: Enter the Contract Registration Number here. This may be obtained from the "Notice of Award" and / or the "Order to Commence Work" letters.

JOB CODE: In the space provided enter the Contractor/ Sub-Contractor's in-house labor distribution code or job number where applicable.

WEEK ENDING - DATE: In the space provided enter the last date of the paycheck (i.e. month, day, year).

PROJECT NAME & LOCATION: In this space enter the Project Name & Location where contract work is being performed.

TAX ID No.: Enter in this space the Federal Tax Identification Number of the Contractor or Sub-Contractor as applicable.

5. For every employee who performs any on-site construction activity during the period of the Payroll Report, the following information shall be provided:

- 1) **NAME, ADDRESS, SOCIAL SECURITY NO.:** The Legal name, current address and social security number of each employee.
- 2) **LIST TRADE & CIRCLE WORK CLASSIFICATION:** Specify & insert the Trade applicable to the work performed by each employee. The Trade identified must be one listed on the Prevailing Wage & Supplemental Benefits Schedule of the Comptroller. Circle the letter J if the individual is a Journeyman, the letter A if the person is a Registered Apprentice with the Department of Labor of the State of New York, or the letter H if the person is a Helper and listed as such against the appropriate Trade on the Comptroller's Schedule of Prevailing Wages.
- 3) **TIME:** RT relates to Regular Time, and OT relates to Over Time.
- 4) **DAY AND DATE:** Below this heading, in the first row enter the appropriate sequence of the contractor's pay records. MTWTFSS, for example, is the sequence to use if the workweek ends on a Sunday and SSMNTWTF is the sequence if the workweek ends on a Friday. In the second row, below each letter representing the day of the payweek, insert the corresponding date. Below the heading HOURS WORKED EACH DAY at the intersection of the column of the particular day and date and the horizontal row of the employee's name, insert the hours worked each day in the appropriate Box either for RT (Regular Time) and / or OT (Over Time). If an employee worked Shift Time the RT (Regular Time) row shall be used and adjusted accordingly.
- 5) **TOTAL HOURS:** Sum the hours worked for Regular and / or Shift Time, the hours worked Overtime, and enter separate totals in this column.
- 6) **BASE RATE OF PAY PER HOUR:** Specify the actual base rate of pay per hour paid to the employee. Do not include supplemental benefits in this amount.
- 7) **TOTAL BASE PAY:** Total amount earned by the employee, not including benefits.

SUPPLEMENTAL BENEFITS:

- 8) **RATE PER HOUR:** Amount of Supplemental Benefits paid / provided per hour.
- 9) **TO:** Place a check mark in the appropriate box: U for Union if benefits paid to a Union, E for Employee if benefits paid in cash (or check) directly to the Employee or O for other, if benefits otherwise paid / provided. If U is checked you must insert the "Local" number of the union in that box.
- 10) **TOTAL PAID:** Total amount of Supplemental Benefits paid / provided for the payweek.
- 11) **GROSS PAY:** Total amount earned for payweek. This amount comprises the Total Base Pay plus any benefit paid in cash (or check) directly to the employee (i.e. column (7) + column (9) E if Box E is checked and payment made directly to employee). No other type of benefit must be included in this column's total.
- 12) **TOTAL TAX AND OTHER DEDUCTIONS:** Enter the sum total of all deductions in this column (including FICA, Federal, State & City Taxes, etc.). This does not absolve you from maintaining appropriate tax & other records required by law).
- 13) **NET PAY:** Total amount of pay after all deductions (i.e. the actual Take-Home Pay).

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

Exhibit 5

INSURANCE REQUIREMENTS

- 1. Required Policies and Amounts**
- 2. Additional Insureds**
- 3. Required Provisions**
- 4. Sample Form of Insurance Certificate**

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

Exhibit 5

INSURANCE REQUIREMENTS

1. Required Policies and Amounts

Workers' Compensation/
Disability Benefits: In

statutory amounts

Employer's Liability:

The greater of statutory amounts or \$1,000,000

Commercial General
Liability (including Owner's
Protective Liability):

A minimum of \$1,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000 in the aggregate

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
REQUEST FOR PROPOSALS
NYCEDC CONTRACT NO. 37860001
PROJECT CODE NO. 3786**

Exhibit 5

INSURANCE REQUIREMENTS

2. Additional Insureds

For the purposes of this Contract and the RFP, the term “Additional Insureds” shall include the following individuals and entities:

New York City Economic Development Corporation

The City of New York

and such other entities and individuals as the Corporation may direct from time to time

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
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PROJECT CODE NO. 3786**

Exhibit 5

INSURANCE REQUIREMENTS

3. Required Provisions

The policies required under the Contract shall contain the following provisions, if available:

“A. Notices from the insurer (the “Insurer”) to the New York City Economic Development Corporation (the “Corporation”) and the City of New York (the “City”), in connection with this policy, shall be addressed to the General Counsel, New York City Economic Development Corporation, at 110 William Street, New York, New York 10038 (with a copy to the Corporation’s Contract Administrator at the same address), and to the Commissioner, New York City Department of Small Business Services, at 110 William Street, New York, New York 10038 or such other addresses as may be specified by the Corporation;

B. The Insurer shall accept notice of accident from the Corporation or the City, within 120 days after receipt by an official of such Additional Insured of notice of such accident as valid and timely notice under this policy;

C. The Insurer shall accept notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City and notice of claim from the Corporation, within 120 days after receipt by such party as valid and timely notice under this policy;

D. Notice of accident or claim to the Insurer by the Institution, the Corporation or the City shall be deemed notice by all under this policy;

E. This policy shall not be canceled, terminated or modified by the Insurer or the Institution unless 30 days prior written notice is sent by registered mail to the Corporation or the City;

F. The presence of engineers, inspectors or other employees or agents of the Institution, the Corporation or the City at the site of the Services performed by the Institution shall not invalidate this policy of insurance; and

G. Violation of any of the terms of any other policy issued by the Insurer to the Institution or a subcontractor of the Institution shall not invalidate this policy; and

H. Insurance, if any, carried by the Corporation, the City or the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.”

**NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
NYC URBAN TECHNOLOGY INNOVATION CENTER
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Exhibit 5

INSURANCE REQUIREMENTS

4. Sample Form of Insurance Certificate

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/11/11

PRODUCER

Insurance Broker's Name
Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** General Liability Company
- COMPANY LETTER **B** Auto Liability Company
- COMPANY LETTER **C** State Insurance Fund
- COMPANY LETTER **D** Professional Liability Company
- COMPANY LETTER **E** Builders Risk Company

INSURED

Your Firm's Name
Address

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	S GENERAL LIABILITY				
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT.	Insurance Policy #	11/11/11	22/22/22	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	☒ Additional Insureds-City of New York; New York City Economic Development Corp.; and Apple Industrial Development Corp.				
B	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	Insurance Policy #	11/11/11	22/22/22	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	P				
	L EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Insurance Policy #	11/11/11	22/22/22	☒ STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	E OTHER D Professional Liability (Consultant Contracts Only) E Builders Risk (Construction Contracts Only)				F Owner's Protective (construction contracts only)* *In very limited situations, we will require Owner's Protective.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Referenced Project: Contract #1000000
Name of Project - Type of Project

CERTIFICATE HOLDER

New York City Economic Development Corp.
110 William Street, 6th Floor
New York, NY 10038
Attention: Contract Administration

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SIGNATURE HERE,....

ACORD 25-S (7/90)

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