

**City University of New York  
Request for Proposals  
Real Estate Representative Services  
Project No. RE01-11**

**Issuance Date: September 12, 2011  
Submissions Due: October 6, 2011, by 12 Noon**

---

## Table of Contents

---

<b>Table of Contents</b>	<b>Page</b>
Timeline, Addenda and Contacts	3
I. Summary of Request for Proposals	4
II. Scope of Services	6
III. Proposal Format, Content, and Submission Requirements	9
IV. Proposal Evaluation and Contract Award Procedures	13
V. Statutory Requirements	16
Appendix A. Standard Clauses for all New York State Contracts	19
Appendix B. New York State Vendor Responsibility Questionnaire	25
Appendix C. Vendor Integrity and Investigations	28
Appendix D. New York State Procurement Lobbying Act	29
Appendix E. Anti-discrimination and MWBE Program	31
Appendix F. New York State Department of Taxation and Finance Form	36
Attachment 1. Procurement Lobbying Act Compliance Form	39
Attachment 2. Vendor Disclosure Form	40
Attachment 3. Submission Cover Sheet	44
Attachment 4. MWBE Utilization Plan	45
Attachment 5. EEO Staffing Plan	47

## **Timeline, Addenda and Contacts**

### **RFP Issued: Tuesday, September 12, 2011**

#### **Questions and Clarifications: Wednesday, September 21, 2011 by 5:00 p.m. EST**

All prospective Proposers are invited to submit questions via email to [DDCM.ContractsDept@mail.cuny.edu](mailto:DDCM.ContractsDept@mail.cuny.edu). Cite this RFP's title & Project Number in the Subject heading of the email. Oral questions will not be answered. Responses of general applicability will be issued in the form of Addenda to this RFP.

#### **Proposal Due Date and Time: Thursday, October 6, by 12:00 Noon EST**

See Section III below for a complete description of Proposal requirements. Provide your submission to:

The City University of New York  
Office of Facilities Planning, Construction and Management  
Contracts Office  
555 West 57th Street, 11th Floor, Room 1140  
New York, NY 10019  
Attn: Michael Feeney  
Chief of Consultant Contracts  
[DDCM.ContractsDept@mail.cuny.edu](mailto:DDCM.ContractsDept@mail.cuny.edu)

#### **Anticipated Presentations and Interviews: Wednesday, October 26, 2011**

Interviews and Presentations are mandatory. Some or all Proposers may be called for an interview and presentation on these dates, or on such other dates selected by CUNY upon five (5) days' notice.

This RFP, and any Addenda to this RFP that may be issued by CUNY, are available for downloading at [www.cuny.edu/constructionsolicitations](http://www.cuny.edu/constructionsolicitations). Please periodically check this website for any Addenda to this RFP that may be issued by CUNY before submitting a Proposal. This solicitation, and any Addenda to this solicitation that may be issued by CUNY, are also available for in-person pick-up during regular business hours at the CUNY Office of Facilities Planning, Construction and Management, Procurement Services, 555 West 57<sup>th</sup>, Room 1140, 11<sup>th</sup> Floor, New York, NY 10019. Receipt of an Addendum to this RFP by a Responder should be acknowledged by submitting an original signed copy of the Addendum with the firm's Submission to this RFP. All Addenda shall become part of the requirements of this RFP.

Proposers are advised that the ONLY Authorized Agency Contact for ALL matters concerning this RFP and the individual who also serves as the Procurement Lobbying Act Designated Contact for this RFP is Michael Feeney, Chief of Consultant Contracts. All contacts shall be sent in writing to [DDCM.ContractsDept@mail.cuny.edu](mailto:DDCM.ContractsDept@mail.cuny.edu). Place "Real Estate Representative Services RFP" in the subject heading.

## **I. Summary of Request for Proposals**

### **A. Introduction to CUNY**

The City University of New York (“CUNY” or “University”) is the largest municipal college system and the third largest University in the nation. Founded in New York City in 1847 as the Free Academy, CUNY is comprised of eleven (11) senior colleges, including the College of Staten Island, six (6) community colleges, the William E. Macaulay Honors College, the Graduate School and University Center, the CUNY Graduate School of Journalism, the CUNY School of Law, the CUNY School of Professional Studies, and the CUNY School of Public Health (“Colleges”), and a central office.

### **B. Purpose of RFP**

The City University of New York (“CUNY”), is seeking to award multiple contracts to qualified firms (hereinafter, the “Real Estate Representatives”) to provide Real Estate Representative Services. Such services, more fully described in Section II (“Scope of Services”) hereinafter, include site location, market analysis and lease negotiations. The Real Estate Representatives will assist the University in the negotiation of leases and/or licenses for office and non-office space within all five boroughs of the City. The assignments may include the renewal of leases, the acquisition of new space and the negotiation of leases. All brokerage services must be performed by a broker duly licensed in the State of New York.

CUNY’s goal with respect to real property leases is to negotiate cost effective leases on a timely basis which satisfy the University’s requirements while conforming to New York State and New York City laws, policies, and procedures. CUNY has a portfolio of over 25 leases totaling approximately 1.1 million square feet of space. These leases are for the rental of classrooms, offices and related functions of the University.

Selected Proposers shall be required to sign Contracts subject to the all the RFP documents, clarifications, addenda, submissions, the Terms and Conditions and Appendices in the RFP, Scope of Work and Services, New York City and New York State statutory requirements.

**It is anticipated that the three highest scoring Proposers will be awarded contracts for real estate brokerage services, as set forth in the Scope of Services, covering zones as described more fully in Section IV below.**

**In all matters concerning the Contract, the Real Estate Representative is CUNY’s representative and agent and the Real Estate Representative’s sole and absolute loyalty and fiduciary duty is to the City University of New York although compensation for work performed by the Real Estate Representative is derived from commissions paid by landlords entering into leases with the University, Commission rates proposed pursuant to this RFP shall not exceed the Maximum Fee Schedule outlined hereinafter.**

**C. Solicitation Definitions**

The following words and expressions used in this RFP and all Contract Documents shall be construed to mean as follows:

1. "Consultants" to mean those individuals and firms that have submitted a Proposal in response to this Request for Proposals ("RFP"). For purposes of this document, the term "Consultant" is used interchangeably with Proposer and refers both to an individual Proposer and to a firm.
2. "Approved," "Directed," "Required," "Specified," unless otherwise expressed, to mean approved, directed, required, or specified, as the case may be, by CUNY.
3. "Director Procurement Services" to mean the Chief Contracting Officer of the Office of Facilities Planning, Construction & Management ("FPCM") for CUNY on behalf of all CUNY Colleges and related facilities, acting either directly or through his designated representative in any matter involving this RFP/Contract.
4. "City" to mean the City of New York.
5. "College" to mean the specific College where the project Work is to be performed after award.
6. "Comptroller" to mean the Comptroller of the State of New York, the New York City Comptroller or the Controller of The City University of New York, as applicable.
7. "Contract" to mean the agreement to be entered into with a successful Proposer, which agreement shall contain the General and Specific Terms and Conditions required of all Consultants/Sub-Consultants attached hereto as Appendices A-E, the Proposal submitted in response to this RFP, and any other related documents.
8. "CUCF" to mean the City University Construction Fund.
9. "CUNY" to mean The City University of New York.
10. "Days" to mean calendar days unless otherwise specified.
11. "Offer" to mean Proposal in negotiations.
12. "Professionals" to mean those individuals or firms that have submitted a Proposal in response to this RFP. For purposes of this document, the term "Professional" is used interchangeably with Consultant or Proposer.
13. "Project" to mean a discrete scope of work to be identified and defined by CUNY at a future date.

14. "Proposers" to mean those individuals or firms submitting responses to this RFP. "Proposer" is used interchangeably with Consultant and Professionals.
15. "Solicitation" to mean this entire RFP.
16. "State" to mean the State of New York.
17. "Work" to mean the services to be performed under this RFP.

**D. Anticipated Contract Term**

It is anticipated that the term of the Contracts awarded pursuant to this RFP will be three (3) years from the award letter. The Contracts may include options to renew, at CUNY's sole discretion.

**E. Payment Structure**

The Real Estate Representative's sole compensation shall be commissions earned on lease transactions. The Real Estate Representative will look solely to the landlord in a particular lease transaction for the payment of its commission. Commission rates proposed pursuant to this RFP shall not exceed the Maximum Fee Schedule outlined in Section III. Real Estate Representative's sole compensation for other services shall be subject to the negotiation and acceptance of a fee proposal that is fair and reasonable to CUNY.

**F. Minimum Qualification Requirements**

**The following are the Minimum Qualification Requirements for Proposers responding to this RFP. Proposers that fail to meet these requirements will be rejected.**

- **The Proposer shall be a firm that has one or more individuals on its Prime Project Team who are licensed real estate brokers in the State of New York as of the Proposal Due Date. (This will be an ongoing material condition of the contract through the term of the Contract and all options to renew terms.)**
- **Proposers must be established entities, in existence and performing work of a similar nature, size and scope for at least the last five (5) years as of the proposal due date.**
- **Proposers must have experience in Real Estate transactions on behalf of state or city or federal agencies or institutions of higher education.**

## **II. SCOPE OF SERVICES**

### **A. Lease Transactions - Site Location, Market Analysis, and Lease Negotiation,**

For each individual project assigned, the Real Estate Representatives selected will be required to provide the following information and services:

1. An initial project schedule and timeline for addressing CUNY's space needs, including timelines for site location, negotiation, and updated project schedules for ongoing projects on a monthly basis. The Real Estate Representative will regularly interface with CUNY's Real Estate Manager and other designated CUNY staff and attend regular meetings to discuss the status of projects.
2. Market research for appropriate space alternatives. The Real Estate Representative shall locate spaces of the size, location and type based on the needs expressed by CUNY. The Real Estate Representative shall prepare a market survey which:
  - a. recommends the most appropriate site(s) and includes such information as the address, borough, block/lot, square footage of the space offered and the square footage of the entire building indicating the major tenants, actual (or estimated) operating expenses and taxes, condition of the building and its systems, nearby transportation, major local points of interest and photographs of the recommended site(s);
  - b. outlines the offering terms of the recommended site(s); and
  - c. enumerates lease comparables, outlining the offering or negotiated terms of leases pertaining to other similar properties, including their operating expense and real estate tax escalations and any other pass-through charges.
3. Arranging inspections of appropriate sites for University personnel. The Real Estate Representative shall help evaluate whether the site is suitable for the University's needs (e.g., that it has adequate electrical power, HVAC, floor loads, meets structural requirements, etc.)
4. Submit a report justifying the proposed transaction for review by CUNY. The format for such reports will be provided by CUNY and may include the following:
  - a. the asking and negotiated business terms of the lease for the site(s) under consideration and an abstract of all the business terms of the recommended site;
  - b. a list of all the comparable sites evaluated, their asking terms, and projected rental terms for the term of the lease.
  - c. appropriate market data to justify the recommended transaction, including the negotiated terms of actual leases in similar properties whenever possible (see Paragraph 2 above);

- d. if more than one site satisfies CUNY's requirements, a recommendation of the most appropriate alternative based upon a comparative financial analysis; and,
  - e. a report on the existence and condition at the recommended site of any asbestos, building or fire code violations, engineering, structural or any other potentially hazardous conditions. Any such inspections and reports shall be undertaken by a duly licensed expert in the appropriate field.
5. Once the site(s) is approved by CUNY, assist the University in the negotiation of appropriate business terms, including but not limited to, rent, term, options, escalations, base year, loss factor and landlord's contribution towards base building and tenant improvements. The Real Estate Representative shall also maintain an accurate record of the negotiations, including offering and confirmation letters and provide such documents to CUNY.
  6. Work with CUNY's Real Estate Manager, designated architect and attorneys to finalize the lease.

#### **B. Other Real Estate Services**

1. The Real Estate Representative may be called upon to provide other Real Estate Services, including, but limited to the purchase, sale, other acquisitions, or the other dispositions of CUNY real estate. Should such real estate transaction be requested, CUNY will provide a detailed scope for the services required.

#### **C. Confidentiality**

1. The Professional represents that it collects from, on behalf of, and maintains for its clients information related to real estate projects that its clients deem to be sensitive and confidential, the impermissible release of which would harm the affected client or the related project; Professional represents that it maintains its clients' sensitive and confidential information with the high degree of care that it uses for the care of its own most sensitive and confidential information, but not less than a reasonable degree of care of a fiduciary to assure that it maintains the confidentiality of the information. The Professional hereby invites CUNY to rely upon this representation and to entrust it with sensitive and confidential information related to the Project, and with the collection of such information, that Professional deems necessary or advisable for its performance of the Services and of its other obligations under this Contract. Because of such inducement and in reliance upon these representations and promises, CUNY agrees to trust Professional with confidential information it designates from time to time in accordance with this Agreement and to provide Professional with the access necessary or advisable to perform its Services.
2. The parties hereto acknowledge that examples of information that CUNY deems to be sensitive and confidential, without limitation, are the identity of prospective bidders, and reports the Professional prepares for CUNY. The Professional covenants to preserve the

confidentiality of all such information, except that which is found: (a) to have been rightfully in the possession of the Professional from a source other than CUNY or developed independently by the Professional prior to the time of disclosure, or collection, of said information (“Time of Receipt”); (b) to have been in the public domain prior to the Time of Receipt; (c) to have become part of the public domain after the Time of Receipt by a publication or by any other means, except an unauthorized act or omission or breach of this Contract by Professional; (d) to have been received by Professional after the Time of Receipt without restriction from another who is under no obligation to CUNY to maintain such information in confidence; or (e), after Professional provides CUNY promptly upon receipt of any demand made upon the Professional for its disclosure in relation to any governmental hearing and after a final determination by a court of competent jurisdiction that such information is to be disclosed, to be required for production in relation to a governmental or court hearing.

3. During any and all periods designated by CUNY, including, without limitation, when CUNY solicits bids or Proposals for any contract related to the Project, the Professional shall restrict its communications in accord with this Article. In particular, the Professional shall solicit and communicate with prospects for the Project and reveal only information about the Project and no other information, including, without limitation, information about the identity of other prospects and sums bid by others, except as set forth in this Article, or unless and until CUNY specifically authorizes in writing the communication or contact, as the case may be, that the Professional asks CUNY for permission to have with any such person. The Professional acknowledges that its breach of any provision of this Article shall be deemed a material breach of this Contract.
4. The Professional shall hold in confidence and not publicize the reports, information or data, furnished to or prepared, assembled or used by Professional under this Contract without the prior written approval of CUNY and then only in accord with any such written permission.
5. With respect to any information the Professional receives from or develops for CUNY, the Professional shall not permit it or cause it to be posted on the Internet or to be moved outside the geographic borders of the United States for any purpose whatsoever, whether by email, mail or otherwise, without the prior express written permission of CUNY and then only in accord with any such written permission.
6. In the event, if any, CUNY sustains any Loss, as defined herein, or damage due to a breach of the terms and conditions of Professional’s duty to preserve the confidentiality of such information by Professional, its employees, agents or those to whom the Professional provides access, Professional agrees to defend, indemnify and hold CUNY, its directors, officers and employees harmless from any and all loss and damage incurred by any of them, or any combination of them, including, without limitation, reasonable legal fees and costs of litigation incurred by any of them in any proceeding, including, without limitation, any proceeding against Professional, any of Professional’s employees,

any agent of Professional or those who are provided access to such information through Professional.

7. Professional recognizes that irreparable harm can be occasioned to CUNY by the unauthorized disclosure, reproduction, or use of information designated by CUNY to be confidential, and that monetary damages will be inadequate to compensate CUNY for such breach. Professional agrees that in the event of any such breach or alleged breach, CUNY shall be entitled, without having to post any security, to a preliminary injunction and an order of seizure and impoundment based upon an ex parte application to protect and recover the Confidential Information, and Professional will not object to the entry of an injunction or other equitable relief against Professional on the basis of an adequate remedy at law or other reason. This remedy shall be in addition to any other remedies available to CUNY.
8. In performing Services, Professional understands that CUNY does not wish to receive from Professional any information that may be considered confidential or proprietary or both to Professional or to anyone else or any combination of them. CUNY does not undertake to secure the confidentiality of such information.

#### **D. Ownership of Work Product**

All Real Estate Representative Work products pursuant to the Contract become the property of CUNY.

### **III. PROPOSAL FORMAT, CONTENT, AND SUBMISSION REQUIREMENTS**

#### **A. Proposal Format and Content**

Proposers are to provide all information required in the format below.

##### **1. Proposal Cover Letter**

The Proposal Cover Letter is to transmit the Proposer's Proposal Package to the University. It is to be signed and dated by an authorized representative of the Proposer. It is also to contain the following Contact information for the Proposer's main and alternate authorized representatives: name, title, mailing address, email address, telephone number, and fax number.

##### **2. Technical Proposal**

The Technical Proposal is to be a clear, concise narrative organized into four main areas which addresses the following:

**a. Experience**

Describe the successful relevant experience of the Proposer, each proposed sub-contractor if any, and the proposed key staff in providing the program described in Section II - Scope of Services of this RFP and specifically address the following:

- Attach a resume of each key person constituting the prime project team (the “Prime Project Team”) and a list of successful transactions that the members of the Prime Project Team have negotiated in the last two years and the material business terms thereof. Attach a resume of the Principal-in-Charge (“Account Manager”). In addition, provide a statement certifying that to the best of the Proposer’s knowledge, all persons comprising the Prime Project Team will be available to work in his/her respective capacity, for the duration of the Contract.
- Provide a copy of the New York State license for each member of the prime project team.
- Provide three (3) references for the Proposer from current or former tenant clients.
- State whether or not the Prime Project Team has had previous experience working for CUNY or state, city or federal government entities or institutions of higher education, and describe how this experience demonstrates the team’s capability to comply and to facilitate compliance with CUNY's procedures.
- **Produce evidence of compliance with the Minimum Qualification Requirements in Section I.F above.**

**b. Organizational Capability**

Demonstrate the Proposer’s organizational (i.e., technical, managerial and financial) capability to perform the services described in Section II – Scope of Services of this RFP and specifically address the following:

- Describe the relevant managerial and technical qualifications and expertise of the Prime Project Team.
- Describe the qualifications and previous experience of the principal-in-charge (the “Account Manager”)
- Describe the qualifications and experience of identified individuals.
- Firm’s most recent Annual Report.

- Describe the firm's prior general management organization and practices for similar projects.

**c. Conflicts of Interest**

Submit a copy of the Proposer's written code of conduct with the Proposal. At the time of submission of its Proposal and continuing throughout the term of the Contract, the Real Estate Representative shall disclose all information pertaining to any actual or potential conflicts of interest, including but not limited to a full disclosure of property within the City in which any principal, officer or employee of the Real Estate Representative has any interest. Such interest shall include all or part of a fee, leasehold, mortgage, broker, agency or other interest and, setting forth whether such interest amounts to direct control over the management of the property. The Real Estate Representatives shall disclose any and all leasing, sales or management agreements pertaining to property in the City. The Real Estate Representative shall diligently enforce the conflicts of interest prevention plan that it submits in response to this RFP. If at any time during the Real Estate Representative's contract a conflict arises, it shall immediately be disclosed to the University. In addition, specifically address the following:

- Fully describe and demonstrate the anticipated effectiveness of the approach the Proposer will take to avoid any conflict of interest and corruption risks and the appearance of same.
- Describe how the Proposer will monitor and safeguard against conflicts of interest, compliance with the company code of conduct, company policy regarding conflicts of interest and corruption, and the company's anti-corruption and conflicts of interest training programs.
- Describe how the Proposer has successfully addressed conflicts of interest in the past

**3. Fee Proposal**

Proposers are encouraged to propose innovative payment structures, e.g. fee sharing. CUNY reserves the right to select any payment structure that is in CUNY's best interest. For the purposes of comparison, Proposers should submit a Fee Proposal that meets the standards prescribed below.

The Fee Proposal shall include each of the following for providing the Scope of Services described in Section II of this RFP:

- The respondent should propose a commission schedule (the "Proposed Fee") not to exceed the Maximum Fee Schedule set forth hereinafter. Additionally, the Proposal should affirmatively agree to the incentive commission approach set forth hereinafter, or propose an alternative incentive payment approach or other approach for other real estate services.

- Fee Schedule

The Real Estate Representative’s sole compensation shall be commissions earned on individual transactions. However, the full range of services set forth in Section II must be provided to all the CUNY client agencies in the Real Estate Representative’s portfolio. The Real Estate Representative shall look solely to the landlord of a particular transaction for the payment of its commission.

The Real Estate Representative if called upon to provide other Real Estate Services, as described in section II. B. above, will be required to submit a sealed fee proposal in response to the scope of services requested.

- Commission Rate

The Real Estate Representative’s commission rates shall be calculated on base rent only (for the purpose of this provision, rent shall be understood to include pertinent license fees with respect to executed licenses), excluding any additional rent, which additional rent shall include but not be limited to operating expenses paid directly by CUNY and operating expense escalations, real estate taxes paid directly by CUNY and real estate tax escalations, electricity, tenant alteration costs reimbursed by CUNY directly to the landlord, etc. Free rent negotiated as an incentive to CUNY will be averaged over the term of the license/lease for the purpose of calculating the commission.

- The Maximum Fee Schedule expressed in terms of a percentage (%) of the base rent shall be as follows:

For the lease first year or any fraction thereof .....	5%
For the second year lease or any fraction thereof .....	4%
For the third year lease up to and including the fifth year .....	3-1/2%
For the sixth year lease up to and including the tenth year .....	2-1/2%
For the eleventh year lease up to and including the twentieth year .....	2%
And after the twenty-first year .....	1%

**B. Proposal Package Contents and Submission Requirements** The Proposal Package is to contain the following materials:

1. A sealed inner envelope labeled “Technical Proposal,” containing one original paper copy and the number of duplicate paper copies stated in parentheses of the documents listed below:
  - Proposal Cover Letter (5)
  - Technical Proposal (5)
  - Copy of New York State License (5)

- Annual Report (5)
  - New York State Vendor Responsibility Questionnaires and Attachments (1)
  - New York State Procurement Lobbying Act Forms (1)
  - MWBE forms (1)
  - EEO Staffing Plan (1)
  - Vendor Disclosure Form (1)
  - New York State Department of Taxation and Finance Form (1)
  - Submission Cover Sheet (5)
2. A separate sealed inner envelope labeled “Fee Proposal” containing one original paper copy and five (5) duplicate paper copies of the Fee Proposal.
  3. A separate sealed inner envelope, clearly marked “Confidential Materials” for those items for which a Proposer has or asserts proprietary rights, or which must, under another contract, remain confidential. A Proposer must clearly & prominently mark each page of the Confidential Materials “Confidential”.
  4. A sealed outer envelope, enclosing the sealed inner envelopes.
    - The sealed outer envelope is to have a label containing the Proposer’s name and address, the Title and Project number of this RFP and the name, telephone number, fax number and email address of the Proposer’s Contact Person.
    - The sealed outer envelope is to be labeled and submitted to:

Michael Feeney  
Chief of Consultant Contracts  
The City University of New York  
Office of Facilities Planning, Construction & Management  
555 West 57th Street 11th Floor - Room 1140  
New York, NY 10019

It is the responsibility of the Proposer to make certain that the Proposal Package is received at the above designated location by the Proposal Due Date and Time cited on page 3. The University accepts no responsibility for delivery of Proposals to any other location or mailed.

Faxed or email submissions are not acceptable and will not be considered.

All questions pertaining to this RFP shall be directed to Michael Feeney, the Authorized Agency Contact by email to: [DDCM.ContractsDept@mail.cuny.edu](mailto:DDCM.ContractsDept@mail.cuny.edu) or postal mail to the address above. Please place “Real Estate Representative Services” in the subject heading of the email/mail.

## **Section IV PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

### **A. Presentations and Interviews**

1. Some or all Proposers will be required to appear and make a presentation of the qualifications of the team to fulfill the Scope of Work and be interviewed by the Selection Committee. The Proposer Team comprised of key staff members of the responding firm and their major sub-consultants, if any, shall take part in this presentation.
2. A successful Proposer shall assign the same project manager(s), project team members and sub-consultants who are listed in the Proposal, to the Work of the Contract. Any proposed changes to any proposed project manager(s), project team members and sub-consultants who are listed in the Proposal, either before or after the execution of a contract resulting from this RFP, require the prior approval of CUNY. Failure to do so may result in the forfeit of the Contract.
3. Proposers are required to present and discuss the following:
  - a. Understanding of Project Requirements: Briefly discuss your firm's understanding of the intent and scope of services and requirements.
  - b. Experience of Firm: Discuss the firm's expertise in relevant planning and real estate projects. Explain how the office provides for the general management practices of its projects.
  - c. Project Team: Discuss the professional experience of the individuals proposed for the project team, their involvement with prior similar projects and their previous working relationships, focusing on the proposed Principal, Project Manager, and key staff members.
  - d. Sub-Consultants: Specialized Sub-Consultants are to be retained by the Proposer as necessary to complete all required project tasks; Proposer may perform certain specialty tasks in-house. Discuss projects completed by Sub-Consultants similar to the Scope of Work. Sub-Consultants of the Proposer ultimately selected for this Project shall be subject to approval by CUNY.
  - e. Quality Control: Describe the firm's prior general management organization and practices for similar projects.

### **B. Selection Process**

1. All Proposals submitted to CUNY will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by

CUNY to be non-responsive will be rejected. CUNY’s Selection Committee will evaluate and rate all remaining Proposals based on the Evaluation Criteria prescribed below.

2. There will be a Selection Committee consisting of staff from the CUNY. The Selection Committee will use the following process for selection: 1) evaluate and score the Proposers’ written Proposals based on the criteria specified below; 2) develop a short list of Proposers for presentations/interviews based on the scores; and 3) re-score the Proposers after the presentations/interviews based on the criteria specified below. The selection of Proposers and submission of additional information, if any, will be made consistent with applicable Law and CUNY procedures.

<b>Evaluation Criteria</b>	<b>Desired Characteristics</b>	<b>Highest Points Awarded</b>
<b>Organizational Capability</b>	Evidence of superior team composition, staff, organization resources, and professional ability. (40 Points)	40
<b>Experience</b>	Quality of staff and resumes. (10 Points);  Demonstrated knowledge of New York City real estate market and experience in providing leasing, licensing, advisory and planning services. (10 Points);  Demonstrated experience in development analysis, property valuation, and financial structuring. (10 Points);  Demonstrated experience working with urban higher education entities and/or the public sector. (10 Points)	40
<b>Proposed Fee</b>	Submission of fee schedule indicating fairly and reasonably assessed rates in line with industry standards. (20 Points)	20

3. The Selection Committee will consider the Proposer Team’s overall suitability to provide the required services and it will consider the comments and/or recommendations of the Proposers’/Consultants’ previous clients, as well as other references.

4. The purpose of this process is to select consultants who on an as-needed basis, may be retained to assist CUNY in all aspects of tenant-based leasing and licensing services, including strategic site location, market analysis and lease negotiations as it relates to the needs of CUNY and its 23 constituent colleges.

**C. Proposer Selection**

1. Upon selection, each successful Proposer shall be required to enter into negotiations and sign a Contract subject to the provisions in this RFP and subsequently issued Addenda, if any. The contents of the selected Proposal shall also be incorporated into the Contract.
2. Any Contract award shall be subject to all required internal and external oversight approvals (i.e., CUNY/State/City Law Departments, Board of Trustees of the City University of New York, and the New York State/City Comptroller's Office), and shall be contingent on the availability of funds.
3. This RFP shall not, in any way, commit CUNY to enter into any agreement, to pay any expenses including those incurred in preparation of any response to this RFP, or to procure or contract for any services. CUNY reserves the right in its sole discretion and without liability, to cancel this RFP and to reject any Proposal that does not comply with this RFP, or applicable rules, and to reject any and all responses received as a result of this RFP.

**D. Basis for Contract Award**

Contracts will be awarded, if at all, to the responsive and responsible Proposers whose Proposals are determined to be the most advantageous to CUNY, based on the criteria which are set forth in this RFP. Contract awards shall be subject to the timely completion of contract negotiations between CUNY and the designated Proposers.

It is anticipated that there will be three contracts awarded based on a "geographic zone" ("Zones"):

- Zone 1 will include Manhattan from the north side of 42<sup>nd</sup> Street plus the Bronx,
- Zone 2 will include Manhattan from the south side of 42<sup>nd</sup> Street to the north side of 14<sup>th</sup> Street, plus Queens,
- Zone 3 will include Manhattan from the south side of 14<sup>th</sup> Street and below, plus Brooklyn and Staten Island.

The highest scoring Proposer will select one of the three Zones. The second highest scoring Proposer will select one of the two remaining Zones. The third highest scoring Proposer will be assigned the remaining Zone.

As the need arises for brokerage services in a particular Zone, CUNY will assign a written task order for brokerage services to that Zone's designated Real Estate Representative. Only upon the assignment of a task order for brokerage services shall the Real Estate Representative have representation rights in their Zone and only for their assigned task order(s). CUNY reserves the right, in certain circumstances, including but not limited to those listed below, not to use this assignment procedure.

Examples of circumstances where CUNY may choose not to use this assignment procedure are:

- Projects designated as “Public/Private Development Initiatives”.
- Projects where CUNY would be leasing from a governmental agency.
- Projects in which the Consultant would be acting in the capacity of representative for both landlord and tenant.
- Projects where space would be leased with funds other than tax levy allocations.

## **Section V Statutory Requirements**

**A. NEW YORK STATE APPENDIX A** Standard Clauses for all New York State Contracts, and Appendices B, C, and D for all other statutory requirements (attached) shall be incorporated into any agreement entered into as a result of this RFP.

### **B. General Insurance Provisions**

Insurance coverage, types and amounts, shall be acceptable to CUNY and determined in connection with the Contract to be negotiated as the result of this RFP.

### **C. Professional Registration**

Where applicable, the Proposer and all firms and individuals providing consulting services shall obtain and maintain throughout the term of any Project all licenses, insurances, permits and certificates as are necessary to perform such Project, including where applicable, professional liability insurance, business and occupational licenses and certificates.

### **D. Reservation of Rights by the University**

CUNY reserves the right to:

- Reject any and all Proposals received in response to this RFP;
- Waive or modify minor irregularities in Proposals received;
- Delete one or more Proposer Requirements if no Proposer meets such Requirement(s) upon written notice to Proposers;
- Use any and all ideas submitted in the Proposals received unless such are otherwise noted as proprietary or confidential;
- Issue addenda to this RFP;
- Issue Requests For Additional Information (“RFAIs”) to Proposers;
- Require Proposers to attend presentations and interviews;
- Issue Required Questions to Proposers before such presentations and interviews;

- Include evaluation of Proposers' Presentations and Interviews, Answers to Required Questions and such additional materials as Proposers provide during their interviews and presentations in their final score; and
- Ask some or all Proposers for Best and Final Offers ("BAFO").
- Use normalization procedures in evaluating fee Proposals
- "Short List" Proposers
- Reject any Proposals containing conflicting, ambiguous or materially misrepresented information.
- Reject a Proposal as non-responsive for material non-compliance with these requirements.
- Not be responsible for the use or public disclosure of any confidential or proprietary materials not so designated and clearly marked as required in Section III. B. 3.
- At any time and in its sole and absolute discretion, to withdraw or cancel the RFP without notice.

#### **E. Authorized Agency Contact Person**

**Proposers are advised that the ONLY Authorized Agency Contact for ALL matters concerning this RFP and the individual who also serves as the Procurement Lobbying Act Designated Contact for this RFP is Michael Feeney, Chief of Consultant Contracts. All contacts shall be sent in writing to [DDCM.ContractsDept@mail.cuny.edu](mailto:DDCM.ContractsDept@mail.cuny.edu). Place "Real Estate Representative Services RFP" in the subject heading.**

#### **F. GENERAL TERMS AND CONDITIONS**

Submission of a Proposal to this RFP, absent a clear statement of any limitation on its use, shall grant CUNY the right to utilize submissions in any way, with or without prior notice. All materials submitted by Proposers shall become the property of CUNY and will be returned at CUNY's option. CUNY makes no representations nor incurs any obligations or commitments in announcing this RFP.

Proposers shall not be entitled to modify their Proposals once submitted. Proposers may be permitted to modify or correct information submitted such as a typographical or arithmetic error in their Proposals only with the prior written consent of CUNY for compelling reasons, which CUNY will determine on a case-by-case basis.

This RFP shall not, in any way, commit CUNY to enter into any agreement, to pay any expenses incurred in preparation of any Proposal to this RFP, or to procure or contract for any supplies, goods or services.

This RFP is in compliance with the requirements of Education Law Section 6218, New York State Finance Law Article XI, and the New York State Lobbying Law, as set forth in the State Finance Law, Sections 139-j and 139-k.

Any Contract award shall be subject to all required internal and external oversight approvals (e.g., CUNY/State/City Law Departments, Board of Trustees of the City University of New York, and the New York State/City Comptroller's Office), and shall be contingent on the availability of funds.

By submitting a Proposal, Proposer fully agrees to the requirements, terms and conditions of this RFP.

All information, descriptions, data, tables, calculations, examples, opinions or assumptions made in connection with this solicitation are made in good faith for information purposes only. The proposer shall not rely on any such information without conducting its own independent research and verification. CUNY and its officers, agents and employees make no representations or warranties, including without limitation representations or warranties as to the accuracy of any information, opinions or assumptions contained in this solicitation or otherwise furnished to proposers by CUNY, and will assume no responsibility or liability for any errors and omissions contained herein.

Any unsuccessful Firm, upon request, will be given a debriefing as to why it was not selected for contract award. The request for a debriefing shall be made in writing within ten (10) business days of the date of notification of non-selection. The debriefing will be given as soon as practicable thereafter.

## APPENDIX A STANDARD CLAUSES FOR NYS CONTRACTS

### **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State

Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, 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.

**6. WAGE 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 the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract

exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The 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. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal

information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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 the contracting agency, 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. The State 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. The contracting agency 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 Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. 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. 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.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal

that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of 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:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
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  
30 South Pearl St -- 2nd Floor  
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.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of

Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file

or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

## **APPENDIX B            NYS VENDOR RESPONSIBILITY QUESTIONNAIRE**

CUNY recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Controller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact CUNY or the Office of the State Comptroller's Help Desk for a copy of the paper form.

**Submission: Please complete the appropriate Questionnaires and Attachments and include in your Submission.**

Responders who have previously submitted the appropriate Vendor Responsibility Questionnaires and Attachments may submit either a Responder-signed update to previously-submitted Questionnaires & Attachments or a Statement of No Change, along with a copy of the original Questionnaires & Attachments.

## **APPENDIX C            VENDOR INTEGRITY AND INVESTIGATIONS**

CUNY requires that vendors submit the required Vendor Disclosure Form (Attachment 2) completed, signed and notarized by email, as an attachment, to [vii.vdf@mail.cuny.edu](mailto:vii.vdf@mail.cuny.edu). Please send the original document to:

CUNY Facilities Planning, Construction and Management  
Office of Procurement Services  
555 West 57<sup>th</sup> Street  
New York, NY 10019

**Submission: Please complete the appropriate Form and include in your submission.**

For Vendor Disclosure Form assistance, contact CUNY Facilities Planning, Construction and Management by email at [DDCM.Contracts.Dept@mail.cuny.edu](mailto:DDCM.Contracts.Dept@mail.cuny.edu).

## **APPENDIX D NEW YORK STATE PROCUREMENT LOBBYING ACT**

CUNY is governed by the NYS Procurement Lobbying Act (PLA) set forth in State Finance Law Sections 139-j and 139-k; for guidelines and additional information see:

<https://www3.ogs.state.ny.us/legal/lobbyinglawfaq/default.asp>

<https://www3.ogs.state.ny.us/legal/lobbyinglawfaq/default.asp>

**Firms are to submit the attached Procurement Lobbying Act Compliance Form (Attachment 1) and include it with their submission.**

1. There are certain exceptions to the Procurement Lobbying Act. The following types of “contacts” are permitted during the “Restricted Period:”

- 1.1 Proposals: the submission of written Proposals to this Solicitation.
- 1.2 Complaints: complaints by a Proposer regarding the failure of the Designated Point of Contact to respond in a timely manner to authorized Proposer contacts, provided such complaints are made in writing to the CUNY General Counsel. Such written complaints will become a part of the transaction record. Written complaints shall be mailed or emailed to:  

Frederick Schaffer  
Senior Vice Chancellor and General Counsel  
City University of New York  
535 East 80<sup>th</sup> Street  
New York, NY 10075  
frederick.schaffer @mail.cuny.edu
- 1.3 Oral Presentations and Discussions with Proposers: scheduled presentations by a Proposer to CUNY describing its Proposals and/or scheduled discussion by CUNY with Proposers.
- 1.4 Negotiations: After a Proposer has been preliminarily designated, communications between that Proposer and CUNY for the purposes of negotiation.
- 1.5 Review of Award: Following award to another Proposer, a Proposer’s request to the Designated Point of Contact for a review of the award.
- 1.6 Protests and Complaints: (a) contacts by Proposers in protests, appeals or other review proceedings (including the apparent successful Proposer and his or her representatives), before CUNY seeking a final administrative determination, or in a subsequent judicial proceeding; or (b) complaints of alleged improper conduct in this transaction to the New York Attorney General, a district attorney, or a court of competent jurisdiction, and where such communications and any proposals thereto are made in writing and shall be entered in the transaction

record pursuant to section one hundred sixty-three of the state finance law; or (c) complaints of alleged improper conduct in this Solicitation process.

2. New York State Finance Law §139-k(4) obligates the CUNY during the Restricted Period of a Procurement Contract to make a written record of any Contacts made. The term “Contact” is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the Governmental Procurement. In addition to obtaining the required identifying information, the CUNY must inquire and record whether the person or organization that made the Contact was the Proposer or was retained, employed or designated on behalf of the Proposer to appear before or Contact the CUNY.

3. A finding that a Proposer has knowingly and willfully violated the limitation on the Contacts rule will result in a determination of non-responsibility for such Proposer, and such Proposer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be designated as a Designated Proposer, unless CUNY finds that such designation is necessary to protect public property or public health or safety, and that the Proposer is the only source capable of supplying the required article of procurement within the necessary timeframe, provided that CUNY is required to include in the procurement record a statement describing the basis for such a finding.

**EXCEPT AS EXPRESSLY AUTHORIZED BY THE AUTHORIZED AGENCY CONTACT PERSON LISTED ON PAGE 3 OF THIS SOLICITATION OR AS OTHERWISE EXPRESSLY AUTHORIZED BY THE NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K, PROPOSERS MAY NOT CONTACT BOARD MEMBERS, OFFICIALS, EMPLOYEES OR CONSULTANTS OF CUCF, CUNY, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, DASNY, THE STATE OF NEW YORK OR ANY OTHER GOVERNMENTAL ENTITY REGARDING THIS SOLICITATION AND THE RELATED DISPOSITION, OR SEND PROPOSALS TO ANY OF THEM. FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN THE PROPOSER'S DISQUALIFICATION FROM CONSIDERATION PURSUANT TO THIS SOLICITATION.**

## **APPENDIX E      Anti-discrimination and MWBE Program**

### **Minority and Women Owned Business Enterprises**

#### **C. CUNY Policy**

**MWBE: Minority-owned Business Enterprise subcontracting goal: 9 percent.  
Women-owned Business Enterprise subcontracting goal: 6 percent.**

Note: In fulfilling these goals, under New York State MBE/WBE Law and Regulations, Responders may only use New York State Certified MBEs and WBEs listed in the New York State Directory of Minority and Women-owned Business Enterprises certified pursuant to the Regulations. The Directory may be accessed at: <http://www.nylovesmwbe.ny.gov/>.

#### **Anti-discrimination Policy**

This policy applies to any contract resulting from this solicitation.

A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members including, without limitation, women, are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training. The contractor will agree to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this non-discrimination provision.

B. At the request of CUNY, 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 and which is involved in the performance of the contract with the authority to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder.

C. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract with CUNY, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status.

D. The contractor will include the provisions of paragraphs A through C of this section in every sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to its work in connection with the contract with CUNY.

**Proposers are required to submit Forms MWBE 101 and MWBE 103 attached with their Proposals.**

#### **Article 15-A of the Executive Law**

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

Information on the availability of New York State Sub-Proposers and Suppliers is available from:

New York State Department of Economic Development  
Division of Small Businesses  
One Commerce Plaza  
Albany, NY 12245  
(Telephone) 518-474-7756

#### **Contract Provisions**

Under the contract to be awarded through this solicitation the successful Responder would specifically agree that:

A. In the hiring of employees for the performance of services under the contract or any sub-contract hereunder, neither the Responder nor any Sub-consultant or other person acting on behalf of such Responder or Sub-consultant shall, by reason of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, discriminate against any person who is qualified and available to perform the services to which the employment relates;

B. Neither the Responder nor any Sub-consultant or other person acting on behalf of such Responder or Sub-consultant shall in any manner discriminate against or intimidate any employee hired for the performance of services under the contract on account of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status;

C. It shall include the provisions of paragraph A and B of this section in every sub-contract the Responder enters into with respect to the services to be performed hereunder and shall take such action to enforce such provisions of such sub-contract as CUCF or CUNY may direct.

D. Any contractor who willfully and intentionally fails to comply with the minority and women-owned participation requirements of Part 140-145 of the Regulations of the Commissioner of the New York State Department of Economic Development implementation of New York State Executive Law Article 15-A as set forth in the contract, shall be liable to CUCF for liquidated damages or other appropriate damages as specified in the contract, and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by CUCF related to CUCF's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing minority- and women-owned business enterprise programmatic goals and Affirmative Action and Equal Opportunity compliance, or the amount stated in the contract as liquidated damages.

E. (a) Subsequent to the award of this contract to a contractor who becomes deficient with regard to its MWBE utilization plan, the contractor may file a complaint with the Director of the Division of Minority and Women-Owned Business Development in the New York State Department of Economic Development (DWMBD Director), pursuant to Executive Law, Section 316 by personal service or certified mail, return receipt requested, provided that the complaint is filed within 20 days following paragraphs one of the events referred to in sub-paragraphs (1), (2), or (3) of this subdivision. The complaint should state the reasons for the complaint, together with a demand for relief. The complaint shall allege the occurrence of one of the following:

(1) the contractor's receipt of a written determination by CUCF that the contractor is not entitled to a partial or full waiver of the goals established in the contract for participation by certified minority and women-owned business enterprises; or

(2) the contractor's receipt of a written determination by CUCF that the contractor has not acted in good faith, has failed, is failing, or is refusing to comply with goals; or

(3) 20 days have passed from the date of CUCF's receiving a written request from the contractor, sent by certified mail, return receipt requested, for a partial or total waiver of goal requirements for participation by certified minority and women-owned business enterprises, and no written determination has been issued by CUCF.

(b) Within 20 days of CUCF's determination that the contractor has not acted in good faith, has failed, is failing, or is refusing to comply with goals for participation by certified minority and/or women-owned business enterprises established in the contract, CUCF may file a complaint with the DWMBD Director, pursuant to Executive Law, section 316, by personal service or certified mail, return receipt requested, accompanied by the reasons for the CUCF's determination for which the complaint is filed, together with a demand for relief, such as disbarment, damages or fines pursuant to the terms.

(c) A copy of any complaints filed with the DWMBD Director by the contractor or CUCF shall either be personally served or mailed certified mail, return receipt requested, by the party making the complaint to the party against whom the complaint is being filed.

(d) Upon receipt by the DMWBD Director of a complaint, the party against whom the complaint has been filed shall be provided with an opportunity to respond to the complaint. If within 30 days of receipt of the complaint, the DMWBD Director is unable to resolve the complaint to the satisfaction of CUCF and the contractor, the complaint shall be referred to the DMWBD's hearing officer for a hearing.

(e) Upon conclusion of the administrative hearing, the hearing officer shall submit to the DMWBD Director his or her decision regarding the alleged violation of the contract or the refusal of CUCF to grant a waiver request by the contractor. The decision of the hearing officer with respect to an alleged violation of the contract or the refusal of CUCF to grant a waiver shall be final.

(f) Upon conclusion of the administrative hearing and the rendering of a decision, the hearing officer shall also recommend to the DMWBD Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties.

(g) The DMWBD Director, within 10 days of receipt of the decision, shall file a determination of such matter and shall cause a copy of such determination to be served upon the contractor by personal service or by certified mail, return receipt requested. The decision of the DMWBD Director shall be final and may only be vacated or modified as provided in article seventy eight of the civil practice law and rules upon an application made within the time provided by such article. The penalties imposed for any violation which is premised upon either a fraudulent or intentional misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency or be awarded any State contract for a period not to exceed one year following the final determination; provided however, if a contractor has previously been determined to be ineligible to submit a bid pursuant to this section, the penalties imposed for any subsequent violation, if such violation occurs within five years of the first violation, may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency or be awarded any State contract for a period not to exceed five years following the final determination. The DMWBD Division shall maintain a website listing all contractors that have been deemed ineligible to submit a bid pursuant to this section and the date after which each contractor shall once again become eligible to submit bids.

**F. Under the contract to be awarded through this RFP, the successful Proposer would specifically agree that:**

A. In the hiring of employees for the performance of services under the contract or any subcontract hereunder, neither Proposer nor any Sub-Proposer or other person acting on behalf of such Proposer or Sub-Proposer shall, by reason of race, creed, color, sex or national origin, discriminate against any person who is qualified and available to perform the services to which the employment relates;

B. Neither Proposer nor any Sub-Proposer or other person acting on behalf of such Proposer or Sub-Proposer shall in any manner discriminate against or intimidate any

employee hired for the performance of services under the contract on account of race, creed, color, sex or national origin; and

C. It shall include the provisions of paragraphs A through B of this section in every subcontract Proposer enters into with respect to the services to be performed and shall take such action to enforce such provisions of such subcontract as CUNY may direct.

As part of the State MBE/WBE law, the Empire State Development Corporation, Division of Minority and Women's Business Development (NYS DMWBD) is empowered and requires its Director, among other things, to promulgate a directory (the "State Directory") of minority and women-owned business enterprises certified pursuant to the Regulations ("certified businesses"). The directory may be accessed via the Internet at: [www.empire.state.ny.us](http://www.empire.state.ny.us)

**Note: Under the State MBE/WBE Law and Regulations, Proposers can may use MBE's and WBE's listed in the State Directory. YOU MUST REFER TO THE STATE DIRECTORY.**

## **Appendix F New York State Department of Taxation and Finance ST-220CA**

This revised law imposes upon certain contractors with regard to contracts awarded pursuant to State Finance Law Article XI, the obligation to certify to the Department of Tax and Finance (DTF) that the contractor, and, to the best of the contractor's knowledge, any affiliates and subcontractors, are registered to collect state sales and compensating use tax, or that the contractor and, to the best of the contractor's knowledge, any affiliates and subcontractors, did not have sales within New York State of tangible personal property or taxable services in excess of \$300,000 during the immediately preceding four consecutive sales tax quarters.

The contractor must also certify in writing to the procuring agency that the requisite certification has been made to DTF, or that the certification is not required to be filed, and that the certification is correct and complete. The certification to the procuring agency must be included in the procurement record.

The law provides that before a qualifying contract may take effect, the contractor must be in compliance with the certification requirements of the law. Furthermore, for contracts already in effect, and which provide for a renewal, the contractor must certify, prior to the commencement date of the renewal term, that the contractor has filed with DTF the certification, as required by Tax Law Section 5-a and that the certification is correct and complete.

### **Applicability of Tax Law Section 5-a**

Tax Law Section 5-a applies to all contracts in excess of **\$100,000** for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law. For purposes of determining whether or not a contract value exceeds \$100,000, such that the provisions of Tax Law section 5-a would apply, the total cumulative value of the contract, including the original contract award value, and any amendments, extensions, or renewals, as they occur, must be considered. Once the total cumulative value of a contract exceeds \$100,000, the law applies regardless of the transactional value of any contract, amendment, extension, or renewal, with one unusual exception that would occur if said amendment, extension, or renewal should result in a reduction in the total contract value to an amount not exceeding \$100,000.

The law applies to centralized contracts, including centralized backdrop contracts, in excess of \$100,000, as well as agency-awarded backdrop contracts in excess of \$100,000 but does not include a purchase by a covered agency of commodities or services with a value in excess of \$100,000 based upon a formal mini-bid solicitation pursuant to an OGS centralized or agency-awarded backdrop contract. The law does not apply to grants, intergovernmental agreements, or purchases of commodities or services from a preferred source.

The law provides that there should not be any aggregation of multiple purchases from the same contractor for purposes of determining whether the threshold of greater than \$100,000 has been met.<sup>1</sup>

## Contractor Certification Forms

Pursuant to Tax Law Section 5-a, contractors will be required to complete, sign, under penalty of perjury, and file with DTF Contractor Certification Form ST-220-TD.

Agencies should direct state contractors to the DTF websites listed below for more information on Publication 223 and ST-220-TD:

1. Publication 223 [http://www.tax.state.ny.us/pdf/publications/sales/pub223\\_507.pdf](http://www.tax.state.ny.us/pdf/publications/sales/pub223_507.pdf)

1. ST-220-TD [http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td\\_507\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf)

A second certification form (ST-220-CA) is required to be provided by the contractor to the procuring agency before a contract may take effect. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete.

In addition, for all covered contracts that were effective and binding as of April 26, 2006, and which provide for extension or renewal, the contractor must, no later than the day prior to the commencement date of the applicable renewal term, provide certification (ST-220-CA) to the contracting agency that the requisite (ST 220-TD) certification has been made to DTF.

State contractors can access form ST-220-CA at the DTF website listed below:

A. ST-220-CA [http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)

Contracting agencies should visit the Department of Taxation and Finance's website at <http://www.tax.state.ny.us> to obtain the following resources which provide specifics as to the law's requirements:

- IV. Publication 223, Questions and Answers Concerning Tax Law Section 5-a (as amended, effective April 26, 2006). [http://www.tax.state.ny.us/pdf/publications/sales/pub223\\_507.pdf](http://www.tax.state.ny.us/pdf/publications/sales/pub223_507.pdf)
  - A. Form ST-220-CA, Contractor Certification to Covered Agency  
[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)
  - 1. Form ST-220-TD, Contractor Certification  
[http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td\\_507\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf)

## Attachment 1

### Procurement Lobbying Act Compliance Form

Vendor Name:		Federal ID#:	
Address:		City/State	
Project Number: RE01-11			
Project Description: Real Estate Representative Services RFP			

The Procurement Lobbying Act, as amended March 2010, requires all potential vendors to affirm their compliance with certain provisions of State Finance Law §§139-j and 139-k. Please indicate your agreement and certify with your signature.

I, \_\_\_\_\_, acting as \_\_\_\_\_

for and on behalf of \_\_\_\_\_, do hereby affirm that;

I have not knowingly nor willfully violated the provisions against permissible contacts or certain ethics provisions as outlined in State Finance Law §§139-j and 139-k.

I have not failed to timely disclose accurate and complete information, nor failed to cooperate with the City University of New York in administering these provisions.

I have not failed to disclose any prior determinations of the Procurement Lobbying Act with any government entity.

I understand that this affirmation applies to the above referenced procurement and all amendments thereto and hereby affirm that I fully understand and agree to comply with the City University of New York procedures relating to permissible contacts during this procurement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



**Office of Facilities Planning, Construction and Management  
 Department of Vendor Integrity and Investigations**

555 West 57<sup>th</sup> Street – Suite 1325  
 New York, NY 10019  
 Tel: 212-541-0438  
 Fax: 646-216-7064

**VENDOR DISCLOSURE FORM**

VENDOR INFORMATION							
Vendor Name				EIN/TIN		Date	
Vendor Address				City		State	ZIP
DBA				DUNS number		Address Owned <input type="checkbox"/>	Rented <input type="checkbox"/>
Phone		Website			Email		
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Does the vendor share office space, staff, equipment or expenses with any other entities?			If "YES", please list		
Business Category	Professional Services <input type="checkbox"/>	Commercial Services <input type="checkbox"/>	Construction <input type="checkbox"/>	Manufacturing <input type="checkbox"/>	Distribution <input type="checkbox"/>	Retail <input type="checkbox"/>	Human Services <input type="checkbox"/>
Date Formed	State Formed		Business Type (Corp., LLC, etc.)		Fax		
List with EINS any affiliates and/or entities that control or are controlled by the vendor:							

CONTRACT INFORMATION			
Project Name			Project Number
Vendor's Relationship to this Project	Prime Contractor <input type="checkbox"/>	Subcontractor to Prime <input type="checkbox"/>	Subcontractor to a Subcontractor <input type="checkbox"/>
Type of work to be performed			Contract Amount (\$)
If you are a Subcontractor, please enter the name of the firm that holds your Contract:			

PRINCIPAL INFORMATION (Include all principal owners plus officers exercising the most control)				
Name	DOB	Position	% Ownership	Email
Name	DOB	Position	% Ownership	Email
Name	DOB	Position	% Ownership	Email
Name	DOB	Position	% Ownership	Email
For each principal, list ALL entities in which the principal owns 20% or more of such entity below.				
Name	Entities			
Name	Entities			
Name	Entities			
Name	Entities			

**Note:** All "Yes" answers require a detailed response in a separate attachment.

**GENERAL RESPONSIBILITY QUESTIONS**

At any time during the past five (5) years, has the vendor, any affiliate, or any other entity in which the principals/officers of the vendor are/were principals/officers, been subject to the following, whether pending or completed:

NO <input type="checkbox"/>	YES <input type="checkbox"/>	Debarred from entering into any government contract?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Found non-responsible on any government contract?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Declared in default and/or terminated for cause?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Determined to be ineligible to bid or propose on any contract?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Suspended from bidding or entering into any government contract?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Received an overall unsatisfactory performance rating from any government agency on any contract?

Are there or have there been any judgments, injunctions or liens, including but not limited to, judgments based on taxes owed, fines and penalties assessed by any government agency against the vendor, any affiliate or any other entity in which the principals/owners of the vendor are/were principals:

NO <input type="checkbox"/>	YES <input type="checkbox"/>	At any time in the past five (5) years?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	That remain open, unsatisfied, or in effect today?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending against the vendor or its affiliates regardless of date?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Is there any litigation pending or threatened, or other existing or pending condition, claim or event that may significantly affect the financial status of the vendor or any affiliate?

In the past five (5) years, has the vendor, any of its principal owners or officers, or any affiliate:

NO <input type="checkbox"/>	YES <input type="checkbox"/>	Had any permit, license, concession, franchise or lease terminated for cause or revoked?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Been disqualified for cause as a bidder on any permit, license, concession, franchise or lease?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Had a government entity find a prevailing wage or supplemental payment violation?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Had a New York State Labor Law violation deemed willful?

**INVESTIGATIONS**

NO <input type="checkbox"/>	YES <input type="checkbox"/>	In the past five (5) years, has vendor or any affiliate or any individual currently or within that period serving as a principal owner, officer or managerial employee been investigated by <b>any government agency</b> , including any federal, state and local <b>regulatory</b> or <b>law enforcement</b> agencies?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	In the past five (5) years, has vendor or any affiliate or any individual currently or within that period serving as a principal owner, officer or managerial employee been <b>subpoenaed</b> before a grand jury, federal, state or city department, commission or agency to testify in an investigation or produce records (including voluntary participation) concerning any transaction or contract with a government entity?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	In the past five (5) years, has vendor or any affiliate or any individual currently or within that period serving as a principal owner, officer or managerial employee, during the course of, or in an action, a proceeding or investigation, been granted <b>immunity</b> from prosecution?

**CRIMINAL CHARGES/CONVICTIONS**

Has the vendor, any affiliate, or any of their current or former principal owners or officers or managerial employees:

NO <input type="checkbox"/>	YES <input type="checkbox"/>	Been convicted of a <b>misdemeanor</b> and/or found in <b>violation</b> of any administrative, statutory, or regulatory provisions in the past five (5) years?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Been convicted of a <b>felony</b> in the past ten (10) years?
NO <input type="checkbox"/>	YES <input type="checkbox"/>	Have any felony, misdemeanor and/or administrative charges currently <b>pending</b> ?

**Note: All "Yes" answers require a detailed response in a separate attachment.**

<b>CERTIFICATION</b>		
<b>A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS DISCLOSURE FORM MAY RESULT IN RENDERING THE VENDOR NON-RESPONSIBLE WITH RESPECT TO THE DISCLOSURE FORM SUBMISSION AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. THIS FORM IS INTENDED TO BE A WRITTEN INSTRUMENT UNDER ARTICLE 175 OF THE NEW YORK STATE PENAL LAW.</b>		
I certify that the information set forth in or attached to this Vendor Disclosure Form is true and correct to the best of my knowledge, information and belief, and I understand that the making of any false statement in this form or any attachment is a class E felony. I further certify that no public, College, or CUNY employee, officer, or person whose salary is payable in whole or in part, directly or indirectly, from the City Treasury or State Treasury is directly or indirectly interested in the subject transaction or in the goods or services to which it relates or in any portion of the profits thereof.		
Signature	Name	Date

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Please submit the completed, signed and notarized form by email, as an attachment, to [vii.vdf@mail.cuny.edu](mailto:vii.vdf@mail.cuny.edu) and also send the original document to:

**CUNY Facilities Planning, Construction and Management  
Office of Procurement Services**  
555 West 57<sup>th</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10019

**CUNY VENDOR DISCLOSURE FORM ATTACHMENT**

Use this page to address in detail each "Yes" answer and, where appropriate, attach any relevant documentation.



### Attachment 3

## City University Construction Fund Request for Proposals

### Real Estate Representative Services Project No. RE01-11

#### SUBMISSION COVER SHEET

---

**PLEASE CHECK ALL ITEMS BELOW TO CONFIRM THEY ARE CONTAINED IN YOUR SUBMISSION.**

- Proposal Cover Letter
- Technical Proposal
- Copy of New York State License
- Annual Report
- New York State Vendor Responsibility Questionnaires and Attachments
- Procurement Lobbying Act Compliance Form
- MWBE forms
- Vendor Disclosure Form
- New York State Department of Taxation and Finance Form
- Submission Cover Sheet

---

**FILL IN TABLE BELOW:**

#### CONTACT INFORMATION

Company Name	First Name	Last Name	Phone	Email	Address	City	State	Zip



## M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted upon notification by CUCF prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

<b>Offeror's Name:</b> <b>Address:</b> <b>City, State, Zip Code:</b> <b>Telephone No.:</b> <b>Region/Location of Work:</b>	<b>Federal Identification No.:</b> <b>Solicitation No.:</b> <b>Project No.:</b> <b>M/WBE Goals in the Contract: MBE 9% WBE 6%</b>
--	--

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED MBE WBE			
B.	NYS ESD CERTIFIED MBE WBE			

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

<b>PREPARED BY (Signature):</b>  <b>DATE:</b>  <b>NAME AND TITLE OF PREPARER (Print or Type):</b> <small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</small>	<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b> <div style="background-color: #cccccc; text-align: center; padding: 2px;"><b>FOR M/WBE USE ONLY</b></div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>REVIEWED BY:</b></td> <td><b>DATE:</b></td> </tr> <tr> <td colspan="2"><b>UTILIZATION PLAN APPROVED:</b> YES NO Date: _____</td> </tr> <tr> <td colspan="2"><b>Contract No.:</b> Project No. (if applicable):</td> </tr> <tr> <td colspan="2"><b>Contract Award Date:</b></td> </tr> <tr> <td colspan="2"><b>Estimated Date of Completion:</b></td> </tr> <tr> <td colspan="2"><b>Amount Obligated Under the Contract:</b></td> </tr> <tr> <td colspan="2"><b>Description of Work:</b></td> </tr> <tr> <td colspan="2"><b>NOTICE OF DEFICIENCY ISSUED:</b> YES NO Date: _____</td> </tr> <tr> <td colspan="2"><b>NOTICE OF ACCEPTANCE ISSUED:</b> YES NO Date: _____</td> </tr> </table>	<b>REVIEWED BY:</b>	<b>DATE:</b>	<b>UTILIZATION PLAN APPROVED:</b> YES NO Date: _____		<b>Contract No.:</b> Project No. (if applicable):		<b>Contract Award Date:</b>		<b>Estimated Date of Completion:</b>		<b>Amount Obligated Under the Contract:</b>		<b>Description of Work:</b>		<b>NOTICE OF DEFICIENCY ISSUED:</b> YES NO Date: _____		<b>NOTICE OF ACCEPTANCE ISSUED:</b> YES NO Date: _____	
<b>REVIEWED BY:</b>	<b>DATE:</b>																		
<b>UTILIZATION PLAN APPROVED:</b> YES NO Date: _____																			
<b>Contract No.:</b> Project No. (if applicable):																			
<b>Contract Award Date:</b>																			
<b>Estimated Date of Completion:</b>																			
<b>Amount Obligated Under the Contract:</b>																			
<b>Description of Work:</b>																			
<b>NOTICE OF DEFICIENCY ISSUED:</b> YES NO Date: _____																			
<b>NOTICE OF ACCEPTANCE ISSUED:</b> YES NO Date: _____																			

**General Instructions:** The work force utilization/compliance report (EEO-101) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to CUNY within 10 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

**Instructions for completing:**

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'.
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

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

**WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

**HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

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

**NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

**DISABLED INDIVIDUAL** any person who - has a physical or mental impairment that substantially limits one or more major life activity(ies)  
- has a record of such an impairment, or  
- is regarded as having such an impairment.

**VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

**GENDER**



## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation No.:</b>		<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>		<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
<b>Offeror's Address:</b>		<b>Subcontractor's name</b> _____

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

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

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b>	<b>DATE:</b>
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>	<b>Submit completed plan with bid or proposal EEO 100</b>	