



REQUEST FOR PROPOSALS

124 East 14th Street

Release Date: Thursday, November 5, 2015

Submission Deadline: Friday, February 26, 2016

EXECUTIVE SUMMARY

New York City Economic Development Corporation is pleased to release this Request for Proposals for the redevelopment of 124 East 14th Street, an approximately 15,450 square foot site located on 14th Street between Third and Fourth Avenues in Manhattan. This site provides a tremendous opportunity to redevelop a property at the nexus of the New York City's rapidly growing technology ecosystem.

NYCEDC strongly encourages a development that leverages the property's central location in one of the City's most dynamic commercial and academic corridors. Potential respondents are encouraged to build and program space for uses that support the development of 21st century workforce skills, create a high density of quality jobs per square foot, and promote the formation of next generation companies and industries in the City. Proposals could include a variety of uses such as:

- Space for technology, creative and/or innovative companies that have graduated from incubators and/or co-working spaces and are seeking expansion in the City's urban core;
- Education-based graduate or executive campuses, with a particular focus on technology, the creative economy or other innovation industries; or
- Other uses that drive inclusive economic growth through the diversification of the City's economy, the retooling of the City's traditional anchor industries, and/or support for both startups and early stage growing companies to scale up while remaining in the City.

In addition to its location at the heart of "Silicon Alley" (see Figure 2), 124 East 14th Street offers a myriad of attractive features, including:

- Approximately 150 feet of frontage along East 14th Street in Manhattan, a dense, mixed-use corridor with over 60,000 pedestrians walking by per day;¹
- Excellent transportation access with proximity to the Union Square transit hub (service to subway lines 4, 5, 6, L, N, Q, R), multiple bus stops and bike-share facilities;
- Proximity to Union Square, a vibrant and active park, pedestrian plaza and retail hub, which offers significant community programming throughout the year, including the City's first farmer's market (Union Square Greenmarket) as well as restaurants, shopping and entertainment;
- A strong local office, retail and residential market with some of the highest rents and the lowest vacancy in the City;
- Location adjacent to similarly highly desirable residential and retail neighborhoods such as Gramercy, East Village, Flatiron, Greenwich Village and Chelsea;
- Proximity to higher education institutions with high student residential and retail demand including New York University, The New School, New York Film Academy and Cooper Union; and

¹ Union Square Partnership. "2014 Pedestrian Activity Report". April 9, 2015. http://unionsquarenyc.org/wp-content/uploads/2014/09/2014_Pedestrian_Activity_Report_FINAL.pdf

- The opportunity for ground-up development in a neighborhood with a low-supply of vacant sites suitable for new construction.

Proposals are due on February 26, 2016. Please review the following Request for Proposals for further details and submission requirements.

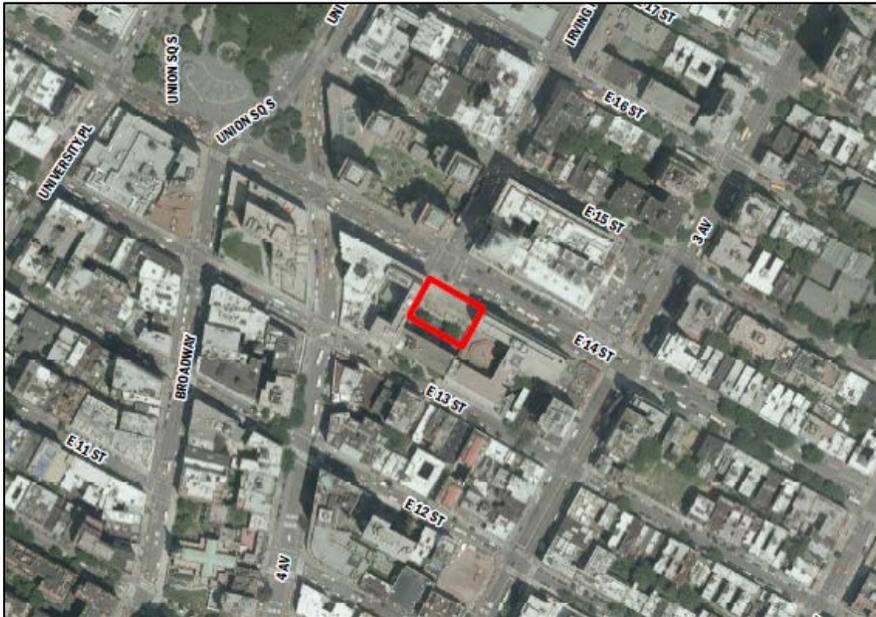


Table of Contents

- EXECUTIVE SUMMARY 1
- INTRODUCTION 5
- PROJECT GOALS 5
- NYC’s INNOVATION ECONOMY 6
- SITE CONTEXT & DESCRIPTION 9
 - Site Description & History 9
 - Neighborhood & Immediate Vicinity 9
 - Transportation & Access 10
 - Zoning & Land Use Overview 11
 - Easements 11
 - Leases 11
 - New York University Lot Line Window Declaration 12
- DEVELOPMENT PROGRAM 13
 - Commercial Program 13
 - Retail Program 13
 - Open Space for Genesis Building 14
- FINANCING 15
- APPROVAL PROCESS 16
- PROPOSAL REQUIREMENTS 17
 - Project Description 17
 - Respondent Description 17
 - Consideration 18
 - Project Financial Information 18
 - Site Plan & Architectural Design 19
 - Sustainable Development & Active Design 19
 - Zoning Calculation 20
 - Schedule 20
 - Hiring and Workforce Programs 20
- SELECTION CRITERIA 23
- DISPOSITION PROCESS 25
- DUE DILIGENCE 27

RFP Timeline.....	29
APPENDIX 1 – LOT LINE MAP	30
APPENDIX 2 – SITE LOCATION MAP	31
APPENDIX 3 – TRANSPORTATION MAP	32
APPENDIX 4 – ZONING MAP.....	33
APPENDIX 5 – LAND USE MAP	34
APPENDIX 6 – PROPOSAL CONTENTS	35
APPENDIX 7 – M/WBE PLAN.....	36
APPENDIX 8 – HIRENYC : DEVELOPMENT PROGRAM	39
APPENDIX 9 – HIRENYC : PERMANENT PROGRAM.....	43
APPENDIX 10 – LIVING WAGE AND PREVAILING WAGE REQUIREMENTS	49
APPENDIX 11 – DOING BUSINESS DATA FORM	50
APPENDIX 12 – NYCEDC STATEMENT OF AGREEMENT.....	51
APPENDIX 13 – CONDITIONS, TERMS AND LIMITATIONS.....	52

INTRODUCTION

New York City Economic Development Corporation (“NYCEDC”) releases this request for proposals (“RFP”) on behalf of the City of New York (the “City”). NYCEDC seeks proposals (“Proposals”, each a “Proposal”) from qualified developers (“Respondents”, each a “Respondent”) for the redevelopment 124 East 14th Street (the “Site”) (designated on the tax map of the Borough of Manhattan as: Block 559 Lot 16) located in the Union Square neighborhood (the “Project”).

PROJECT GOALS

NYCEDC is committed to strengthening neighborhoods and creating more quality jobs. A competitive response to this RFP must describe a plan to accomplish the following goals (the “Project Goals”):

- Plan and execute a financially feasible development that ensure the Project Goals will be achieved;
- Support the development of 21st century workforce skills, create a high density of quality jobs per square foot, and/or promote the formation of next generation companies and industries in the City (see “Development Program” below);
- Provide needed services or neighborhood amenities that help to ensure New Yorkers’ access to economic opportunity;
- Deliver on a comprehensive hiring and wage program that helps create job opportunities and enables low-income persons to participate in the City’s economic growth (see “Hiring and Workforce Programs” below);
- Incorporate design excellence in the site plan and building design to encourage active street life, sustainable design and energy performance, thriving retail and creative integration of the Project into the local context; and,
- Generate economic returns to the City.

Respondents should assume the Site is transferred as-is, and shall accept responsibility for all costs related to development of the Site, including, but not limited to, demolition of the existing building.

The Respondent(s) selected to develop the Project is/are referred to herein as the “Developer”.

NYC's INNOVATION ECONOMY

Over the last decade, the City has rapidly become one of the most innovative technology centers in the world. New York City companies received \$4.6 billion in venture capital funding in 2014, up from \$2.4 billion in 2011—a 91% increase that has contributed to the growth of the City's \$125 billion technology economy.² The innovation economy is comprised of a variety of fast growing industry sectors, such as engineering, advertising and design, that have greatly outpaced more traditional sectors in employment (see Figure 1).

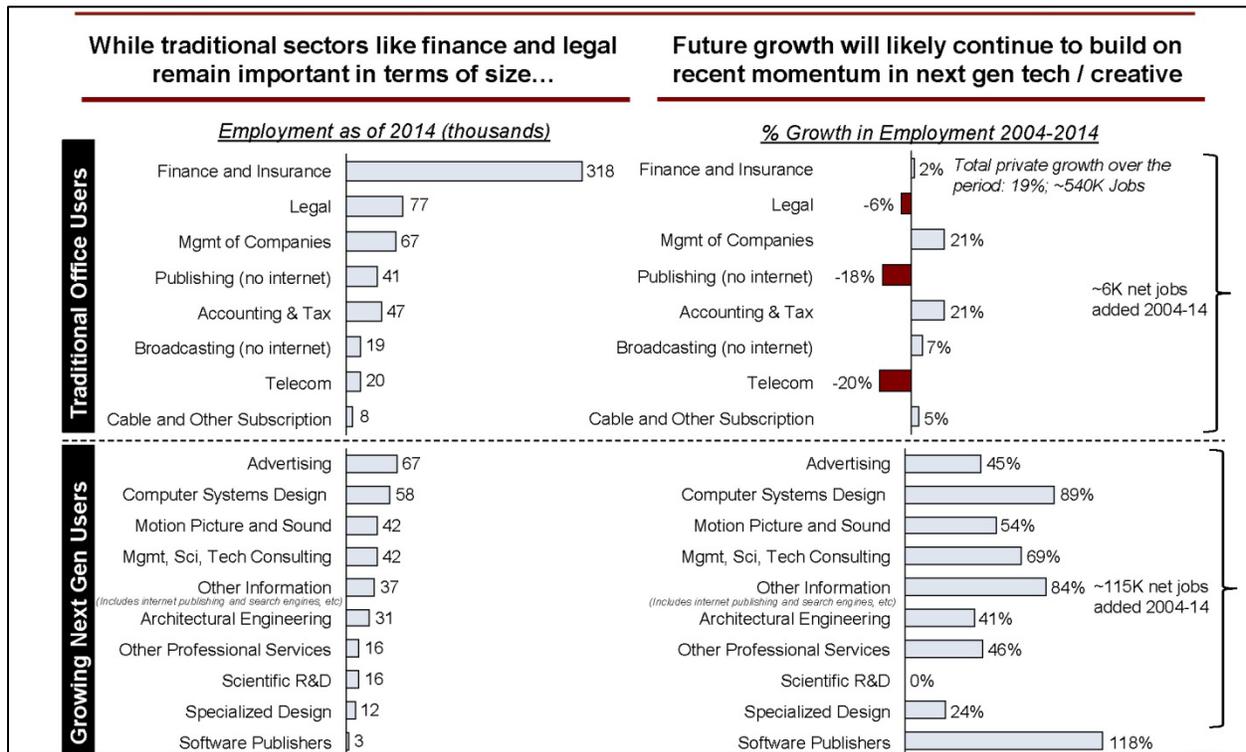


Figure 1 - Industry Employment & Growth

The City has played an active role in efforts to foster the growth of the innovation economy. Since launching in 2009, the City's incubator network has provided over 170,000 square feet of affordable real estate to approximately 1,000 startup businesses, which in turn have raised more than \$180 million in venture funding.³

² CB Insights. "New York Venture Capital". October 26, 2015. <https://www.cbinsights.com/new-york-venture-capital>

³ NYCEDC.

In that same time period, venture capital (“VC”) investments in City based startups have received over \$8 billion in over 1,205 transactions. Across the United States, the City is the only major geographic hub that grew its share of VC funded deals to technology startups over the past three years.⁴

The City is simultaneously focused on helping to support established industries that are proving to be the drivers of economic growth in 21st century. Recently, technology, advertising, media and information companies (collectively “TAMI”) have eclipsed more traditional office-using tenants to account for nearly 40% of office leasing activity in the City.⁵ These sectors provide growing employment opportunities; in the last decade approximately 66,000 new TAMI jobs were created in the City. These highly skilled, quality jobs help to position the City at the forefront of inclusive innovation nationally.

With the success of its initiatives to support early-stage startup companies, the City has sought solutions to support successful early-stage organizations as they expand. These efforts include encouraging the development of intermediate sized commercial spaces that allows small companies that are exiting incubators to increase in scale and expand their employment in the City.

The Site is centrally located in New York City’s innovation corridor (see Figure 2). As articulated in the Project Goals, successful RFP Proposals may address the industries and initiatives described herein, or may suggest other uses for space that otherwise broadly support the needs of businesses and creation of quality jobs in the City’s emerging and high-growth industry sectors.

⁴ CB Insights. “New York Venture Capital”. October 26, 2015. <https://www.cbinsights.com/new-york-venture-capital>

⁵ Crains New York. “Finance firms roar back”. July 21, 2015.

http://www.crainsnewyork.com/article/20150721/REAL_ESTATE/150729964/finance-firms-roar-back-lead-office-leasing-activity-in-first-half-of-2015

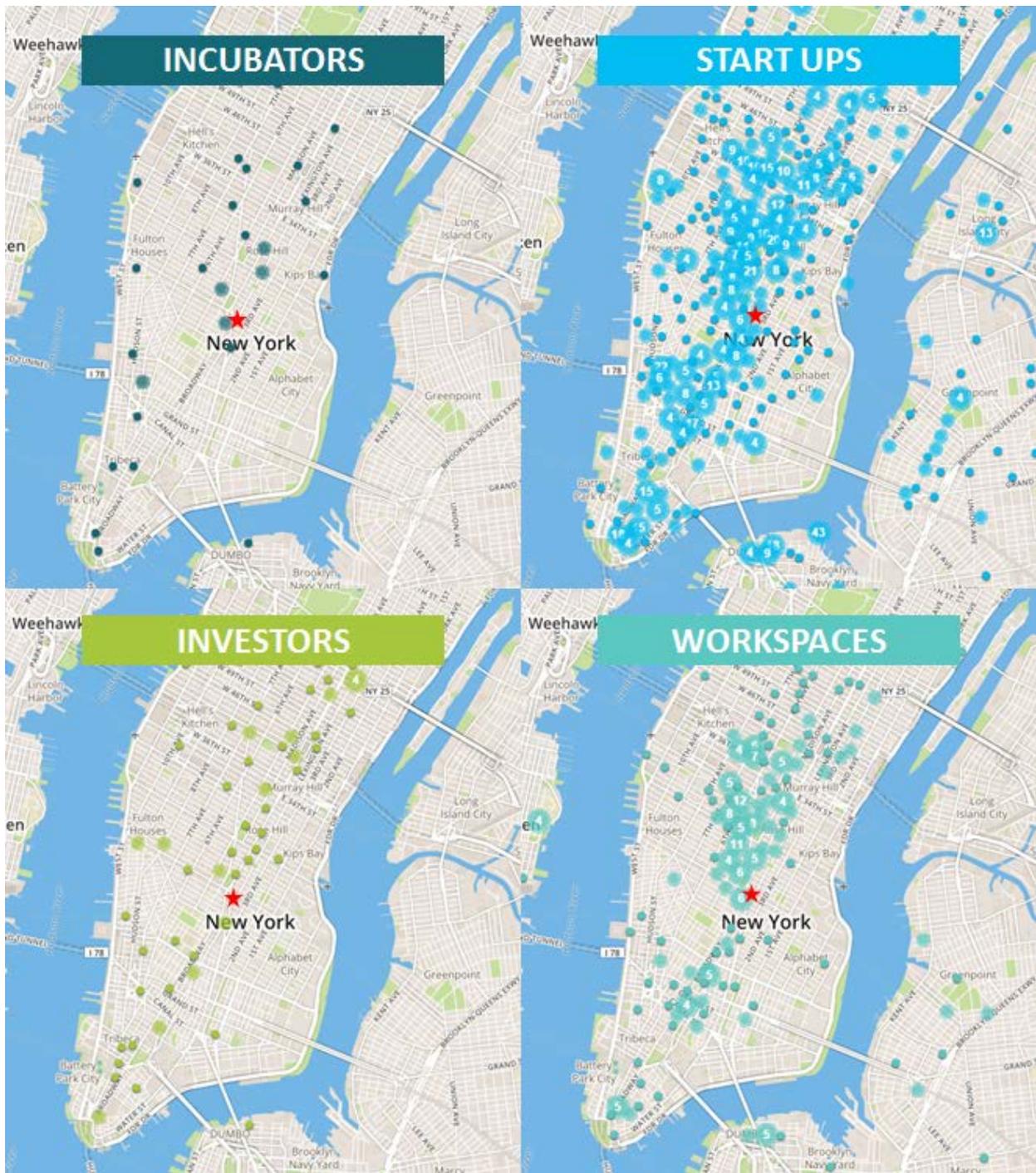


Figure 2 - New York City Innovation and Technology Related Firms (www.digital.nyc/map)

SITE CONTEXT & DESCRIPTION

Site Description & History

The Site is owned by the City and located at 124 East 14th Street between Third and Fourth Avenues. The Site is currently improved with a two story building occupied by P.C. Richard & Son, which holds a leasehold interest that expires on February 28, 2016.

The City took title to the Site in 1968 as a part of a condemnation proceeding. The City Planning Commission approved a Uniform Land Use Review Procedure (“ULURP”) application on December 7, 1983 and the Site was then approved for unrestricted disposition (*see Site File*).

In 1992, a multi-step transaction between the City and HHSC 13th Street Development (“HHSC”) subdivided the original Block 559, Lot 16 on the tax map of the Borough of Manhattan into what is now Block 559, Lots 16 and 55 (*see Appendix 1*). HHSC took title to Lot 55, the portion of the site directly to the south, which fronts on 13th Street (the “HHSC Lot”) in order to build as the Robert F. Kennedy Genesis Apartments (the “Genesis Building”). Under a development agreement with the City, and as partial consideration for the transaction, HHSC also constructed the current 19,931 square foot, 2-story building on the Site that is owned by the City and is currently occupied by P.C. Richard & Son, as further described below.

Neighborhood & Immediate Vicinity

The Site is located in the Union Square neighborhood of Manhattan along a vibrant retail corridor (*see Appendix 2*). The neighborhood hosts 70,000 residents, 150,000 employees and 40,000 students,⁶ benefits from excellent transportation access, and serves as a meeting point and destination for many New Yorkers. The N/Q/R, L, and 4/5/6 subway lines and multiple bus lines provide convenient access to points in Queens, Brooklyn, the Bronx and Manhattan.

The neighborhood hosts the Union Square Greenmarket (the City’s largest such market) on Mondays, Wednesdays, Fridays and Saturdays during business hours throughout the year, and boasts a thriving and active community of restaurants, shopping, cinema, live theatrical entertainment (e.g., Union Square Theatre, Daryl Roth Theatre and Vineyard Theatre) and education establishments (e.g., New York University, Cooper Union, New York Film Academy and The New School). The transportation, attractions and amenities draw both resident New Yorkers and tourists alike, making Union Square, and specifically East 14th Street, a heavily trafficked corridor. Pedestrian traffic in Union Square continues to grow and has reached 383,000 daily visitors.⁷ The neighborhood captures some of the highest retail rents in the City while maintaining a vacancy below 3%.⁸

⁶ Union Square Partnership. “USP Biz & Broker Quarterly Q1 2015 Report”. July 1, 2015.

<http://unionsquarenyc.org/wp-content/uploads/2015/07/Q22015BizBroker-2.pdf>

⁷ Union Square Partner. “USP Biz & Broker Quarterly Q1 2015 Report”. July 1, 2015.

⁸ Craines. “Foot traffic, retail rents step up in Union Square”. January 21, 2015.



Figure 3 - 124 East 14th Street View

The Business Improvement District for the neighborhood, the Union Square Partnership, organizes various other events, such as a holiday shopping marketplace, and coordinates attractive amenities, such as a free public Wi-Fi network for the area. The Union Square Partnership is also the current tenant of the Site (through an affiliated entity), leasing the property from the City and subleasing to P.C. Richard & Son.

The Site is walking distance to other prominent neighborhoods in Manhattan, including Flatiron (north), Chelsea (west), Greenwich Village (southwest), Astor Place/Cooper Square (southeast), East Village (south east) and Gramercy (north east), each with their own distinct historical, socioeconomic and physical characteristics.

Transportation & Access

The Site is also within walking distance from the Union Square transit hub, which has some of the best transit options in the City, and provides easy access to Manhattan, the Bronx, Brooklyn and New Jersey. The transit hub allows access to local and express service on the subway lines 4, 5, 6, L, N, Q and R.

A PATH train station is located just two blocks away on 14th Street at 6th Avenue for direct access to New Jersey. This station also services subway lines F and M (*see Appendix 3*).

Zoning & Land Use Overview

The Site is zoned C6-3X (R9X equivalent) (*see Appendix 4 and 5*) which allows for a commercial floor area ratio (as defined in the New York City Zoning Resolution, “FAR”) of 6.0 and a residential FAR of 9.0.

NYCEDC will consider changes to current zoning, particularly for compelling projects which successfully meet the goals of the RFP. Any changes to current zoning should still be consistent with the existing character of the neighborhood. Respondents will be responsible for securing all required public approvals, in cooperation with NYCEDC.

Respondents should note that this Site shares a zoning lot with the HHSC Lot. In 1992 the HHSC Lot and the Site were merged into one zoning lot in accordance with the New York City Zoning Resolution and the parties entered into a Zoning Lot Development Agreement allowing for the use of certain FAR appurtenant to the Site on the HHSC Lot (*see Site File*). Under this Zoning Lot Development Agreement, the City retained the rights to any “Excess Zoning Rights” (as defined therein) created in the future over the entire merged zoning lot.

Each Proposal should include a preliminary zoning analysis to demonstrate compliance with all relevant sections of the New York City Zoning Resolution. If any portions of a proposed Project do not comply with existing zoning, the Respondent must detail the mechanisms (i.e., waivers, variances, special permits) through which the project can be achieved in its proposed form. If Respondents propose changes to current zoning, Respondents must provide reasoning for the change(s) as well as the proposed zoning district and a full zoning analysis to demonstrate compliance with the proposed zoning.

The relevant zoning information contain herein is intended for informational purposes only, and should not be relied on or construed as official zoning data or analysis. In the planning and development of any Proposals for the Site, Respondents should consult the use regulation text set forth in the New York City Zoning Resolution. Additional information on zoning may be found on the NYC Department of City Planning website at <http://www.nyc.gov/html/dcp/html/subcats/zoning.shtml>.

Easements

At the time of the 1992 transaction between HHSC and the City related to the Site and the HHSC Lot, two easements were negotiated to satisfy an open space requirement stipulated by the New York City Zoning Resolution. However, an area-wide rezoning in 1995 altered the C6-1 designation for the HHSC Lot to C6-2A, thereby removing the open space zoning requirement for the Genesis Building. As of October 19, 2015, the easements have been terminated by HHSC and the City of New York (*see Site File*).

Leases

The Lease for the Site between the City of New York and the 14th Street – Union Square Local Development Corporation (“USP”) was signed on February 29, 1996 and expires on February

28, 2016 (the “USP Lease”). USP is a Local Development Corporation and Business Improvement District based in Union Square. USP subleased the space to P.C. Richard & Sons through a Retail Floor Sublease, which was signed on February 29, 1996 and also expires on February 28, 2016 (the “P.C. Richard Sublease”) (*see Site File for both leases*).

New York University Lot Line Window Declaration

New York University (“NYU”) owns and has built on the parcel directly to the east of the Site (Block 559, Lots 12 and 14 on the tax map of the Borough of Manhattan). NYU filed a Declaration on March 31, 1997 to address windows it constructed from floors 6 to 19 on the lot line with the Site. In the declaration, NYU agrees to close its windows in compliance with NYC Department of Buildings regulations if any building is constructed less than sixty (60) feet in a direct line from the exterior openings (*see Site File*).

DEVELOPMENT PROGRAM

NYCEDC seeks Proposals that meet the Project Goals, enhance the diversity and quality of life in City neighborhoods and positively contribute to the City's economy. Respondents are encouraged to consider a wide range of commercial, academic and/or institutional uses. Commercial development programs that meet existing and projected market needs, including 21st century skills training and jobs, are a priority. NYCEDC will also consider community facility spaces and public spaces focused on education, science, technology or cultural uses that have the goal of creating complete City neighborhoods. Proposals including traditional residential or dormitory uses that are not a part of a larger, integrated commercial and/or innovation vision are strongly discouraged.

NYCEDC will consider Proposals with reduced consideration offered for the Site, provided such consideration reflects a Project that delivers a compelling program in support of the Project Goals.

Commercial Program

Respondents should specifically detail how proposed commercial space addresses needs for companies in growing industries that differs from or expands upon what is normally available in traditional office space. These details should be supported by market research and/or reports. Attention should be paid to the size, infrastructure and amenities provided within the scope of the commercial space that would support growing companies.

Respondents should evaluate current and future real estate needs for companies in growing industries, and offer a selection of innovative real estate solutions including (but not limited to): short term leases, shared tenant services, tenant improvement financing and/or reduced (or graduated) rental rates. Proposals could include (but are not limited to) the following:

- Space for technology, creative and/or innovative companies that have graduated from incubators and/or co-working spaces and are seeking expansion in the City's urban core;
- Educational-based graduate or executive campuses, with a particular focus on technology, the creative economy or other innovation industries; or
- Other uses that drive inclusive economic growth through the diversification of the City's economy, the retooling of the City's traditional anchor industries, and/or support for both startups and early stage growing companies to scale up while remaining in the City.

Retail Program

In consideration of the Site's frontage along a prominent retail corridor near Union Square, NYCEDC also encourages Proposals to include a significant retail component, including ground floor, cellar-level, mezzanine-level and/or above-grade retail scenarios. Proposals must maintain and enhance an active street frontage.

NYCEDC encourages Respondents to creatively incorporate the retail component into the overall building to deliver an integrated building vision and program. NYCEDC envisions a

retail component that acts as an amenity to the building users, the over 350,000 daily visitors to the area and the residents of the neighborhood. Proposals could include (but are not limited to) concepts similar to [Chelsea Market](#) or [City Kitchen at ROW NYC](#) in New York City, [Reading Terminal Market](#) in Philadelphia, the [Ferry Building Market Place](#) in San Francisco or [Grand Central Market](#) in Los Angeles.

Open Space for Genesis Building

Proposals that retain and/or provide new open space for the residents of the Genesis Building on the Site will be considered positively in selection.

FINANCING

It is the responsibility of the Respondent to obtain construction and permanent financing in amounts consistent with the Proposal.

Real Property Taxes

The Site will be subject to New York City Real Property Taxes and charges.

Respondents proposing significant commercial and/or industrial programs are encouraged to consider the Industrial Commercial Abatement Program (“ICAP”), which provides abatements for property taxes for periods of up to 25 years. To be eligible, industrial and commercial buildings must be built, modernized, expanded, or otherwise physically improved. ICAP replaced the Industrial Commercial Incentive Program (ICIP), which ended in 2008.

Other abatement and/or exemptions may apply based on a Respondent’s Proposal. Respondents should indicate in the Proposal the tax exemption and abatement program(s) for which the Project will apply, if any. It is the responsibility of the Developer to apply for and meet the requirements of the specific tax benefit program(s). NYCEDC makes no representations or warranties as to the continued availability of these benefits or as to the Project’s eligibility to receive these benefits.

APPROVAL PROCESS

On December 7, 1983, the City Planning Commission approved a ULURP application for unrestricted disposition of the Site (*see Site File*).

The disposition of the Site for the Project is expected to be subject to certain other approvals including, but not limited to, the following:

City Environmental Quality Review (“CEQR”)

The Site may require environmental review under CEQR. It will be the Developer’s responsibility to conduct environmental due diligence and prepare any necessary documents. An NYCEDC planner will assist the Developer and its consultants in complying with applicable environmental review procedures.

Uniform Land Use Review Procedure (“ULURP”)

The disposition is subject to the New York City Charter’s (Sections 197-c and 197-d) ULURP provisions. If a proposal is submitted that would require a new ULURP process, the Developer will be responsible for the preparation of, and all costs associated with, the ULURP application.

Business Terms Approval: City Charter Section 384(b)(4)

City Charter Section 384(b)(4) provides the public an opportunity to review the business terms of the transaction between the City and the Developer. The Developer will be required to complete the 384(b)(4) process, which includes: Manhattan Community Board #3 comment, Manhattan Borough Board approval and Mayoral authorization.

NYCEDC and New York Land Development Corporation (“NYCLDC”) Board Approval

The transaction will also be subject to review and approval by the NYCEDC Real Estate Committee and the NYCEDC and, if applicable, NYCLDC Board(s) of Directors.

Compliance with the requirements of the Public Authorities Accountability Act is required.

Public Design Commission (“PDC”)

The selected Respondent may be required to seek design approval from PDC for projects developed pursuant to lease transactions. In the event that PDC approval is required, preliminary approval from PDC, at a minimum, will be required prior to closing.

PROPOSAL REQUIREMENTS

NYCEDC has established a streamlined set of submission requirements. In reviewing the below, please also refer to *Appendix 6* for a checklist of tabs each Proposal must contain.

Project Description

The Project description must include a detailed narrative of the Project, including:

- A development plan, including the type and size of the development;
- A breakdown of all proposed uses, including:
 - Commercial, retail and community facility spaces proposed, as applicable (including a list of potential and committed tenants and any letters of intent or other documents expressing interest);
 - A similar breakdown for any other intended use;
- The qualitative aspects of the development proposed, the distribution of uses, the commercial, retail and/or community facility strategy (as applicable) and any other relevant information;
 - Description of how the Respondent's proposed housing program and community facility (if applicable) reflect and respond to local needs and contributes to the City's goal of fostering economically diverse neighborhoods; and,
- Employment generation projections (direct and indirect, construction and permanent jobs) must also be supplied.

Respondent Description

Respondents must demonstrate sufficient financial resources and professional ability commensurate with their Proposals. Each Proposal must provide the following:

- Description of each member of the Respondent's team specifically describing the member's relationship to the Proposal;
- Respondent's organizational structure, including a clear explanation and an organizational chart/diagram for any proposed partnership or joint venture, showing structure and percentages of ownership and investment;
- If a partnership or joint venture is proposed between entities, the entities must submit details of the arrangement by attaching a draft partnership or joint venture agreement or a similar document to the Proposal.
- Name, address, telephone number, fax number and email address of the individual who will be authorized to act on behalf of the Respondent as the primary contact and who is available to answer questions or requests for additional information;
- Brief description of the Respondent's previous experience working on projects and/or programming in the surrounding community or otherwise engaging with the surrounding community;
- Brief description of any previous experience of members of the Respondent's team with mixed-use or commercial projects of this scope in the City. Resumes and portfolios of past projects should be provided in electronic format only;
- Any additional documentation that will support the Proposal.

Consideration

Ground lease rents must be expressed in a fixed, non-contingent dollar amount and include proposed escalations, as applicable. Respondents should also propose a security deposit. Respondent's financial offer should assume that the Site will be disposed of in as-is condition. NYCEDC reserves the right to negotiate a sale of the Property.

Offers must be confirmed by appraisal, and the final ground lease rent will be the higher of the Respondent's offer and the appraised value. The appraised value will be determined through an independent appraisal commissioned by NYCEDC and paid for by the Developer. The appraisal, on which the ground lease rent will be based, will account for use restrictions imposed on the Site through the ground lease. The appraiser will also be asked to provide a "highest and best use" value.

Project Financial Information

Financial Model/Cash Flow

Respondents must submit a financial model encompassing every use within the Proposal. The financial model should be submitted in Excel on a flash/thumb drive. All Excel files must be in original formatting, contain all original formulas (i.e., no hard coding) and have no hidden or locked sheets.

The financial model shall include, at a minimum, pro forma cash flows for the proposed Project for ten (10) years (including both construction and operation periods). Respondents should outline all assumptions on which the pro forma document is based, including minimum returns sought. Discount rates should be explained. The pro forma document should include all necessary capital improvements over time, reserves and debt service payments associated with construction and permanent financing. The financial model should also include the calculations used to derive the ground lease rent for the proposed development.

Market comparables, in the form of detailed rental/sales listings of at least three similar properties/projects, must be provided for each use proposed, including capitalization rates, where applicable. In addition, the Respondent should provide comparables for construction costs and operating expenses for similar properties/projects for each use proposed.

Respondent must also provide a narrative description that clearly explains the financing structure of the Project. The narrative must explicitly identify proposed financing programs/sources and the terms for each source – distinguishing between construction and permanent financing. The narrative must also describe any benefits or tax exemption / abatement programs assumed.

Project Financing

If private financing is proposed, a letter or letters of interest from a private lender or lenders must be included. Letters must be dated no earlier than two (2) months from the date of submission of

the Respondent's Proposal. The letter(s) must indicate a willingness to provide construction and permanent financing in amounts and with terms consistent with the Proposal.

Tenant/Operator Interest

Respondents must submit signed letters of interest from potential tenants of the commercial and community facility spaces. The letters of interest should indicate key business terms including rent, commencement and term. Additional information addressing the strength of the proposed tenant would also be helpful.

Site Plan & Architectural Design

Respondents must provide architectural plans and renderings and a narrative description outlining the Respondent's design approach and rationale. All Proposals should conform to the current New York City Zoning Resolution, the Multiple Dwelling Law, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973 and Accessibility Requirements.

Additionally, this section should include:

- Proposed development square footage broken down by use/type;
 - Gross and saleable/rentable
 - Including basement(s), if applicable
- Description and location of all public improvements, including open space and landscaping, if applicable;
- Building height and massing diagram/plan;
- Stacking plan showing proposed uses by floor;
- Site plan/street level floor plan showing all components of the Project, means of egress and any other uses;
- All renderings to be provided in electronic format on flash/thumb drive;

Sustainable Development & Active Design

NYCEDC supports the City's agenda for environmentally sustainable and energy efficient development and building design.⁹ Accordingly, as part of their Proposals, Respondents must include a narrative describing how the Project will fulfill these goals and how the Respondent intends to obtain at least the U.S. Green Building Council "LEED Silver" certification(s) for the Project (or equivalent standard).

⁹ Mayor de Blasio's PlaNYC "Progress Report 2014, A Greener, Greater New York, A Stronger, More Resilient New York" described urban sustainability as an "urgent priority" for the City. In addition, the Mayor's One City: Built to Last report released five months later in September 2014, sets a goal of reducing, from 2005 levels, the greenhouse gas emissions from the energy used to heat, cool and power the City's buildings by 30 percent by 2025. The report also notes that reducing energy use in buildings can help address the City's affordable housing crises by reducing utility costs for the growing share of New Yorkers who are becoming rent-burdened.

The Developer will be expected to make commercially reasonable efforts to obtain such LEED certification(s) for the proposed Project. Proposals that contemplate higher certification levels (e.g. “LEED Gold” or “LEED Platinum” or equivalent) will be considered to be more competitive than Proposals that contemplate lesser certification(s) or no certification. Respondents may also propose to incorporate renewable energy systems, energy efficiency improvements and/or to pilot emerging energy technologies in their proposed Projects as a means to provide case studies to increase market adoption of promising technologies.¹⁰

Zoning Calculation

Respondent must submit a preliminary zoning analysis showing all calculations, including proposed use groups, required and proposed parking and identifying all required permits and authorizations to be sought. Zoning calculations and analysis should reflect the entire zoning lot, and the public approvals required should be accounted for in the proposed development schedule.

Schedule

Respondents must provide a development schedule for the entire proposed development. Schedules should include, at a minimum, the following tasks/milestones: commencement of environmental analysis, EAS, EIS/DEIS as necessary, City business term approvals, commencement of design, completion of design, permitting, demolition and site preparation, construction commencement, construction completion, marketing period, occupancy and stabilization. If the proposed Project will require a new ULURP certification, then all ULURP approval milestones should also be included. Respondents should discuss how they will be held accountable for such dates and contingencies, if any, to the schedule.

Hiring and Workforce Programs

NYCEDC is committed to a program of economic development that supports communities, helps create job opportunities, and strengthens employment opportunities for low-income persons, enabling them to participate in New York City’s economic growth. In furtherance of these goals, NYCEDC requires Respondents to submit a Proposal that contemplates compliance with and participation in the following programs, as applicable:

¹⁰ LEED rating requirements can be found at www.usgbc.org. *One City: Built to Last* can be found at <http://www.nyc.gov/builttolast>. *Progress Report 2014, A Greener, Greater New York, A Stronger, More Resilient New York* can be found at: nyc.gov/html/planyc2030/downloads/pdf/140422_PlaNYCP-Report_FINAL_Web.pdf

I. Hiring and Contracting Goals

A. Minority and Women-owned Business Enterprises Program Plan

NYCEDC has adopted an M/WBE program to further participation by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”, together with “MBEs” collectively referred to as “M/WBEs”) in NYCEDC related projects. M/WBEs are certified by the New York City Department of Small Business Services (“DSBS”) in accordance with Section 1304 of the City Charter.

The target Participation Goal for this lease or contract of sale agreement, as applicable, is 20-35%. Respondents must submit a plan to address M/WBE participation in the Project during the design and construction components of work related to the Proposal (“M/WBE Participation Proposal”) (*see Appendix 7*).

B. HireNYC

NYCEDC recognizes the importance of creating employment opportunities for low-income persons, enabling them to participate in the City’s economic growth.

Development: The HireNYC Development Program requires the Developer to enroll with the HireNYC portal for the City found within DSBS’s website, to report all new and replacement entry to mid-level job opportunities arising from construction activity related to the lease or contract of sale, as applicable, that are located in the City, and to interview qualified candidates from the HireNYC Development Program for those opportunities. *Appendix 8* describes the HireNYC Development Program process, including, but not limited to, the program’s reporting obligations. The Developer must participate in the HireNYC Development Program from the time that it enters into a construction contract relating to the Project until the end of the Project’s construction activities. After the end of the Project’s construction activities, certain Developers will transition into the HireNYC Development Program requirements for permanent positions, which are described below.

Permanent: The HireNYC Permanent Program applies to all projects producing ten (10) or more permanent jobs over the life of the project. Participation in this program requires the Developer to use good faith efforts to achieve the hiring and workforce development goals and to comply with program requirements described in *Appendix 9*. Participation in NYCEDC’s HireNYC Permanent Program applies only to projects producing ten (10) or more permanent jobs.

Respondents for projects producing ten (10) or more permanent jobs over the life of the project must submit a Proposal that includes a HireNYC Permanent program plan addressing how Respondent will seek to achieve the goals and perform the requirements of NYCEDC’s HireNYC Program (*see Appendix 10*).

II. Wage Regulations and Requirements

A. Living Wage and Prevailing Wage

The Living Wage Act, as expanded by Executive Order No. 7, as well as the Prevailing Wage Law (collectively, the “Living Wage Requirements”, all as hereinafter defined in *Appendix 10*, apply to certain companies that receive at least \$1 million of financial assistance from the City and/or NYCEDC. The Developer will be subject to the Living Wage Requirements, as applicable.

In addition, NYCEDC is committed to ensuring its projects meet wage goals set forth in the Living Wage Requirements, regardless of applicability. NYCEDC will give preference to Proposals in which Respondents demonstrate wages and benefits paid to all employees of the Respondent will meet or exceed the living wage and wages and benefits paid to building service employees at the Site will meet the prevailing wage.

Respondent’s Proposal should include the proposed wages to be paid and supplemental benefits to be provided to employees of the Respondent who are expected to be employed at the Site.

Please be sure that you review and understand all of the requirements of the Living Wage Act, the Executive Order and the Prevailing Wage Law to understand how these requirements will affect the project. Additional details are provided in *Appendix 10*.

Contractual provisions implementing the Living Wage Requirements and the requirements of the Prevailing Wage Law will be incorporated into the lease or contract of sale agreement, as applicable.

Local Law 34

All entities doing or seeking to do business with the City, as well as their principal officers, owners and senior managers must follow the procedures established in Local Law 34, as amended, of the NYC Administrative Code. In order to avoid the actual link or appearance of a link between governmental decisions and large campaign contributions, lower municipal campaign contribution limits apply to any person listed in the Doing Business Database. Respondents must complete a Standard Doing Business Data Form along with its Proposal in a separate sealed envelope labeled “Doing Business Data Form. Please see *Appendix 11* for links to the Doing Business Data Form and additional information.

The Respondent shall comply with all requirements of Local Law 34 applicable to this Project. The Respondent’s failure to complete and submit a Doing Business Data Form and/or its submission of a form that is not accurate or complete may result in appropriate sanctions.

Statement of Agreement

The Respondent must submit a notarized statement signed by an authorized principal or officer of the Respondent stating the Respondent has read this RFP and the Appendices fully and agrees to the terms and conditions set forth herein (*see Appendix 12*).

SELECTION CRITERIA

NYCEDC will evaluate each Proposal and any supplemental information made available to NYCEDC according to the selection criteria outlined below in no order of preference.

- *Completeness and Quality of Overall Response*
 - Readiness and structure of Respondent and Respondent's team;
 - Quality and completeness of Proposal and documentation; and,
 - Concerns, if any, regarding Respondent representations.

- *Program and Design*
 - The overall quality of the Proposal and the extent to which the Proposal contributes to the achievement of the Project Goals;
 - Quality of Proposal to strengthen and revitalize the urban context of the Site;
 - The overall quality of the commercial component including the extent to which the commercial component addresses quality of space, attention to market conditions and context, and proposed tenants;
 - The extent to which the proposed design and programming enhances connections to, and accessibility for, the surrounding community;
 - The extent to which the Proposal achieves design excellence. The following elements, among others, will be considered: site planning, street wall elevations, massing, building materials, amenities and streetscape treatment; and,
 - Viability of proposed development program to meet community needs.

- *Financial and Schedule Feasibility*
 - Respondent's demonstrated financial condition to complete the proposed development, and the feasibility and availability of financing sources;
 - Respondent's ability to support the financial assumptions contained within the Proposal, including development costs, rents/sales prices, operating expenses, capital costs and debt service;
 - Respondent's ability and capacity to secure financing;
 - Maximizing ground lease valuation while achieving Project Goals;
 - Guaranty for on-budget delivery (which may include, but is not limited to, a Guaranteed Maximum Price (GMP) contract;
 - Overrun guaranty for any and all costs limited, excluded, and or not covered by the GMP;
 - Long term viability of operations; and
 - Feasibility of the proposed development schedule.

- *Hiring and Workforce Programs*
 - *M/WBE Participation Proposal* - the Respondent's proposed plans for participation by minority and women-owned business enterprises in connection with the design and construction components of the Proposal, including the Respondent's M/WBE Participation Goal;

- *HireNYC Permanent Program* – the Respondent’s proposed HireNYC (Permanent) program plan, including the degree to which Respondent demonstrates a willingness to participate in and provide resources for the HireNYC Permanent Program; and,
 - *Living Wage Requirements and Prevailing Wage Law* - the Respondent’s proposed wages and benefits to be provided to employees, regardless of the applicability of the Living Wage Requirements and the Prevailing Wage Law, and the amount by which the Respondent’s proposed wage and benefit amounts exceed the base living wage rate.
- *Respondent Qualifications and Experience*
 - The extent of experience securing a mix of financial instruments to redevelop urban districts through public/private partnerships;
 - The extent of the Respondent’s experience, in terms of number, size, type, complexity and scale of recent development projects built and managed;
 - The extent of the Respondent’s experience in managing mixed-use developments;
 - Respondent’s capacity for undertaking the proposed development within the timeframe proposed. The Respondent’s current workload and other pending obligations will be assessed; and
 - The extent of experience in project managing urban development projects, including obtaining necessary governmental and community approvals and permits and negotiating and implementing legal agreements with NYCEDC.
 - *Economic Impact*
 - The number of new jobs created related to construction and operations;
 - The City taxes the proposed development generates such as real property, sales and personal income taxes; and,
 - Taking into account the proposed program, the ground lease rent proposed.

DISPOSITION PROCESS

NYCEDC anticipates that it may fully negotiate predevelopment agreements, ground leases and ancillary documents with multiple Respondents. NYCEDC reserves the right to terminate negotiations with or without cause.

NYCEDC reserves the right to explore a purchase and sale transaction with one or more Respondents after Proposals are submitted.

During the term of the predevelopment agreement or the contract of sale agreement, as applicable, the City, NYCEDC, the Developer and any other necessary parties will be required to diligently pursue certain conditions precedent to execution of lease or closing of the purchase and sale transaction (such as design development and financing) and, when all such conditions, including conditions to be met by NYCEDC and the City, are met, the disposition of the Site can occur. The predevelopment agreement, or contract of sale agreement, as applicable, will provide, among other provisions, that disposition of the Site will be subject to the following:

- Notice of Completion for environmental review;
- Authorization by the City of the disposition of the Site pursuant to 384(b)4 or an alternate process, as determined by the City in its sole discretion;
- Approval by the NYCEDC Board of Directors or approval by the NYCLDC Board of Directors, if applicable;
- Simultaneous closing of a bona fide construction loan and/or commitment of equity, as required to finance and commence full development;
- Payment of other closing fees;
- Disposition of the property from the City to NYCEDC or NYCLDC, as applicable, for further disposition to Developer subject to development obligations as well as restrictions on use and transfer;
- Execution of the disposition agreement with Developer and other disposition documents as necessary; and
- Developer's assumption of the obligations of NYCEDC or NYCLDC under the instrument disposing of the Site from the City to NYCEDC or NYCLDC.

Notwithstanding any other provisions herein that may be to the contrary, NYCEDC will not be under any obligation to dispose of the Site to the Developer unless, and until, a predevelopment agreement or contract of sale agreement, as applicable, is executed between NYCEDC and such Developer, the Project has received all requisite public approvals and all conditions pursuant to the predevelopment agreement or contract of sale agreement, as applicable, have been met.

Additional Disposition Terms

At predevelopment agreement execution, the Developer will be required to post a security deposit, which will be credited towards the initial rent or security deposit at Closing pursuant to the ground lease (or otherwise refunded to the Developer). In the case of a purchase and sale transaction, a down payment will be required.

Upon execution of the predevelopment agreement or the contract of sale agreement, as applicable, and in accordance with the provisions thereof, the Developer must reimburse NYCEDC for the following costs and fees, which are nonrefundable and cannot be used to offset the required security deposit or down payment, as applicable or otherwise credited against ground lease payments or the purchase price:

- Administrative Fee, determined as follows:

Administrative Fee Schedule	
Purchase/Present Value of Ground Rent	Fee
Less than \$5 million	2%
Over \$5 million	2% up to \$5 million and 1% of every dollar thereafter

- Reimbursement for the cost of an independent appraisal;
- Reimbursement for the cost of a title report;
- Reimbursement for the cost of a survey;
- Reimbursement for the cost of an environmental Phase I;
- Any necessary fees associated with CEQR; and,
- Any other fees outlined in the predevelopment agreement or contract of sale agreement, as applicable.

During the predevelopment period, or prior to closing under the contract of sale agreement, as applicable, the Developer will be expected to complete its due diligence. These due diligence items must be prepared at the sole cost and expense of the Developer. All work products shall become property of NYCEDC upon submission. These expenses are non-refundable and cannot be used to offset ground lease rent or purchase price.

The Developer will be required to pay all applicable taxes payable with respect to the proposed development including transfer taxes, notwithstanding any exemption on account of the City’s or NYCEDC’s involvement in the transaction.

DUE DILIGENCE

Prior to submitting a Proposal, Respondents are encouraged to review (i) any and all publicly available sources of information regarding the Site, and (ii) NYCEDC's Site File, containing information regarding the Site (the "Site File").

The Site File, amongst other items, contains:

- Site condition survey
- 1992 Merger of Zoning Lots and Declaration of Restrictions
- 1992 Zoning Lot Development Agreement
- 1995 Rezoning Memo
- Declaration re: NYU Lot Line Windows
- Easement Termination
- IPIS Report
- P.C. Richard & Son Sublease
- Phase 1 Environmental Site Assessment
- Site Condition Survey
- Title Report
- ULURP Documents
- Union Square Partnership Lease
- Union Square Partnership Reports

The Site File will be available for purchase for \$300, or can be viewed at no cost by appointment at the offices of NYCEDC, by request to Hildegard Williams at hwilliams@edc.nyc.

Information provided in this RFP and the Site File is for general informational purposes only. NYCEDC makes no representations as to the completeness or accuracy of the information in the RFP or the Site File. It is the Respondent's responsibility to conduct due diligence on the Site.

Environmental Conditions

NYCEDC does not make any representation regarding the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the Site, or any future development thereon.

Closing contingencies related to environmental conditions will not be permitted. NYCEDC requires that the Developer take the Site "as-is" and assume the obligation to remediate any environmental contamination, indemnify NYCEDC and the City for any claims that may be made against them in the future, and release NYCEDC and the City from any claims that Developer may have in the future arising out of the condition of the Site.

Inquiries & Submission

All inquiries regarding this RFP should be directed to: 124East14thStreetRFP@edc.nyc.

Questions will be accepted until 5:00PM on February 5, 2016. Answers will be posted on a rolling basis at <http://www.nycedc.com/rfp>. Answers to questions submitted on February 5, 2016 will be posted no later than February 16, 2016.

RFP & Site Information Meeting

An informational meeting will be held at 1:00PM on December 18, 2015 at NYCEDC's offices.

NYCEDC strongly recommends that interested Respondents attend the information meeting, as this will be the only opportunity to ask questions and receive answers in-person regarding the RFP. Please RSVP to 124East14thStreetRFP@edc.nyc.

People with disabilities requiring special accommodations to pick up the RFP or to attend the information meeting should contact 124East14thStreetRFP@edc.nyc.

Site Visit

A Site visit will be held on January 8, 2016. Please RSVP by 5:00PM on January 5, 2016 to 124East14thStreetRFP@edc.nyc.

Response Submission Date

Proposals are due on February 26, 2016 ("Submission Date"). Five (5) copies of the Proposal and one (1) electronic version of the Proposal, on flash drive or CD, in PDF must be delivered by February 26, 2016 at 4:00PM. The PDF of the Proposal should be in Searchable PDF format. A flash/thumb drive must be submitted in order to transmit the following: financial models, financial statements and resumes/past project descriptions.

Proposals should be submitted in a sealed envelope identified by "124 East 14th Street RFP" by hand delivery, express mail, or courier service to NYCEDC at the following address:

New York City Economic Development Corporation
110 William Street, 4th Floor Mailroom
New York, New York 10038
Attn: Maryann Catalano, Senior Vice President, Contracts

Late submissions will not be accepted.

NYCEDC reserves the right, in its sole discretion, to withdraw or modify this RFP and to reject any Proposal as being non-responsive or if it is in the best interest of the City or NYCEDC to do so (*see Appendix 13 for more Conditions, Terms and Limitations*).

Proposals that are incomplete or not in conformance with the requirements of this RFP may be eliminated from further consideration. Respondents should note carefully the Proposal content requirements listed below.

RFP Addenda

NYCEDC reserves the right to amend or withdraw this RFP at any time. In order to be considered, Proposals must conform to any addenda that may be issued to this RFP. NYCEDC will advise all Respondents who have requested a copy of this RFP, by email, of any clarifications or revisions.

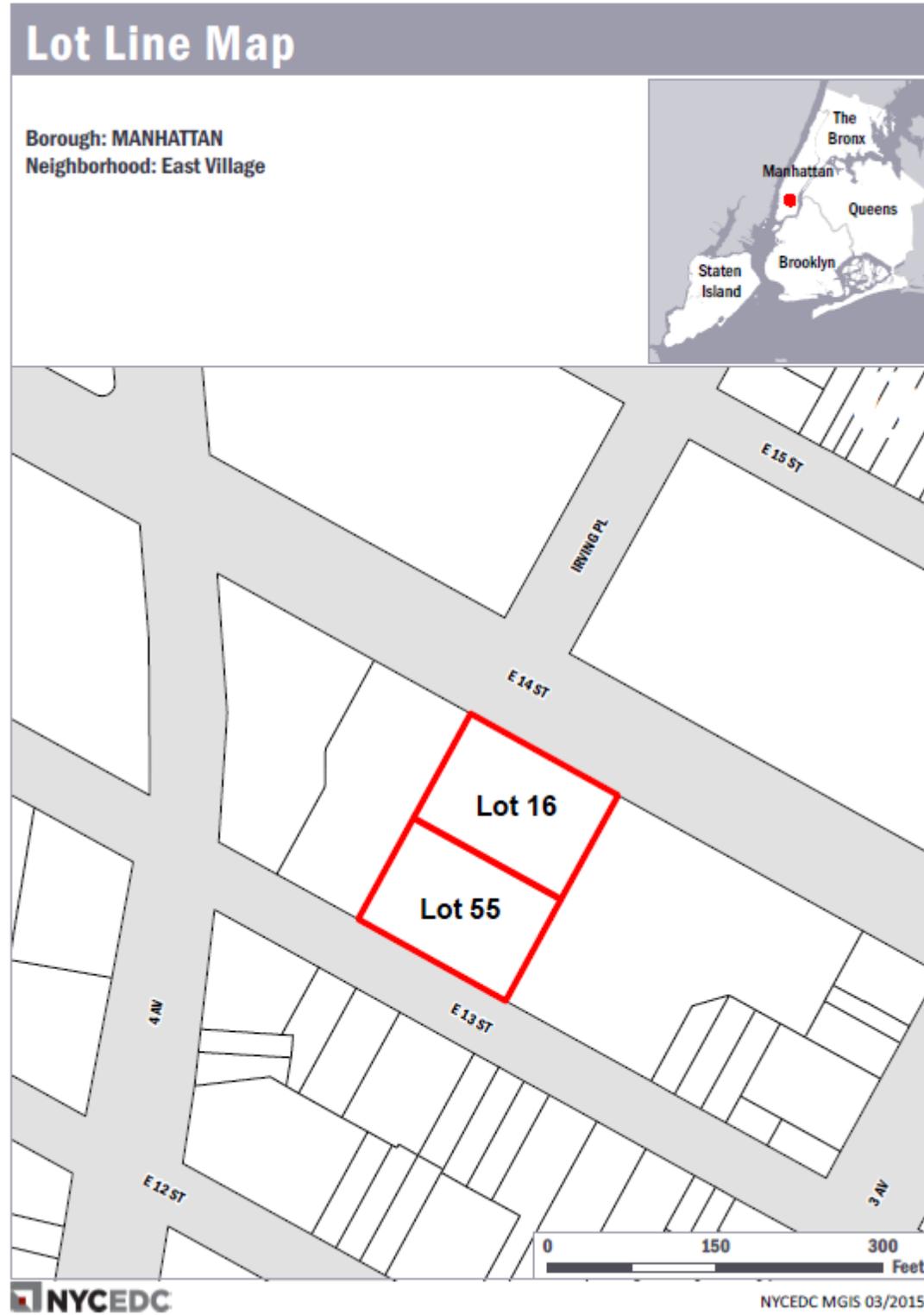
If, in NYCEDC's judgment, additional time is required for Respondents to prepare their Proposals, NYCEDC reserves the right to grant an extension of the deadline for submission of the Proposals.

RFP Timeline

The following schedule has been established for this RFP:

Release of RFP	November 5, 2015
RFP & Site Information Session	December 18, 2015
Site Tour	January 8, 2016
Question & Answer Deadline.....	February 5, 2016
Question & Answer Response Posting.....	February 16, 2016
Submission Date	February 26, 2016

APPENDIX 1 – LOT LINE MAP



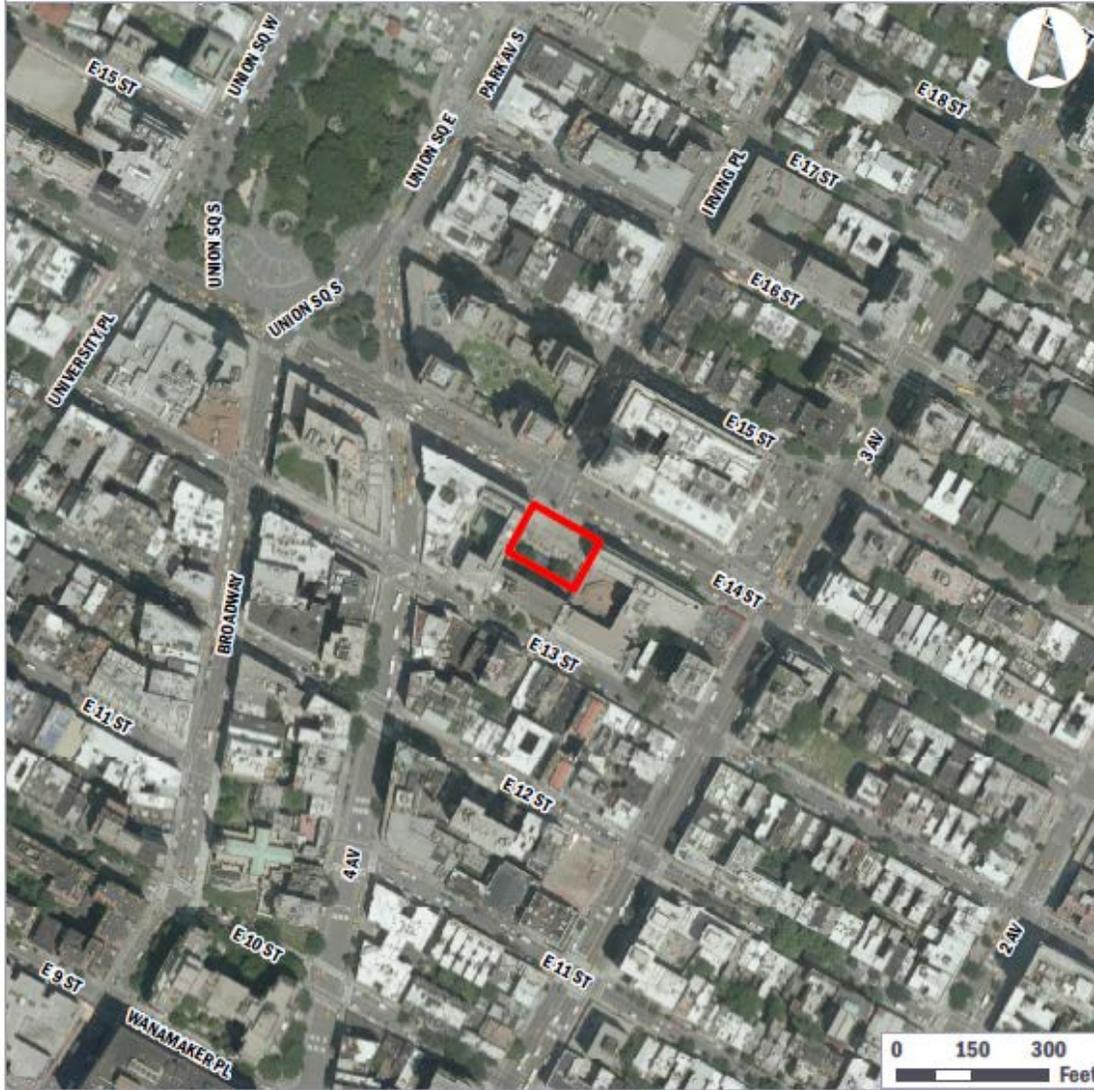
APPENDIX 2 – SITE LOCATION MAP

Site Location

Borough: MANHATTAN
Neighborhood: Union Square/East Village
Block: 559 Lot: 16
Community Board: 03



 Site



 NYCEDC

NYCEDC MGIS 11/2014

APPENDIX 3 – TRANSPORTATION MAP



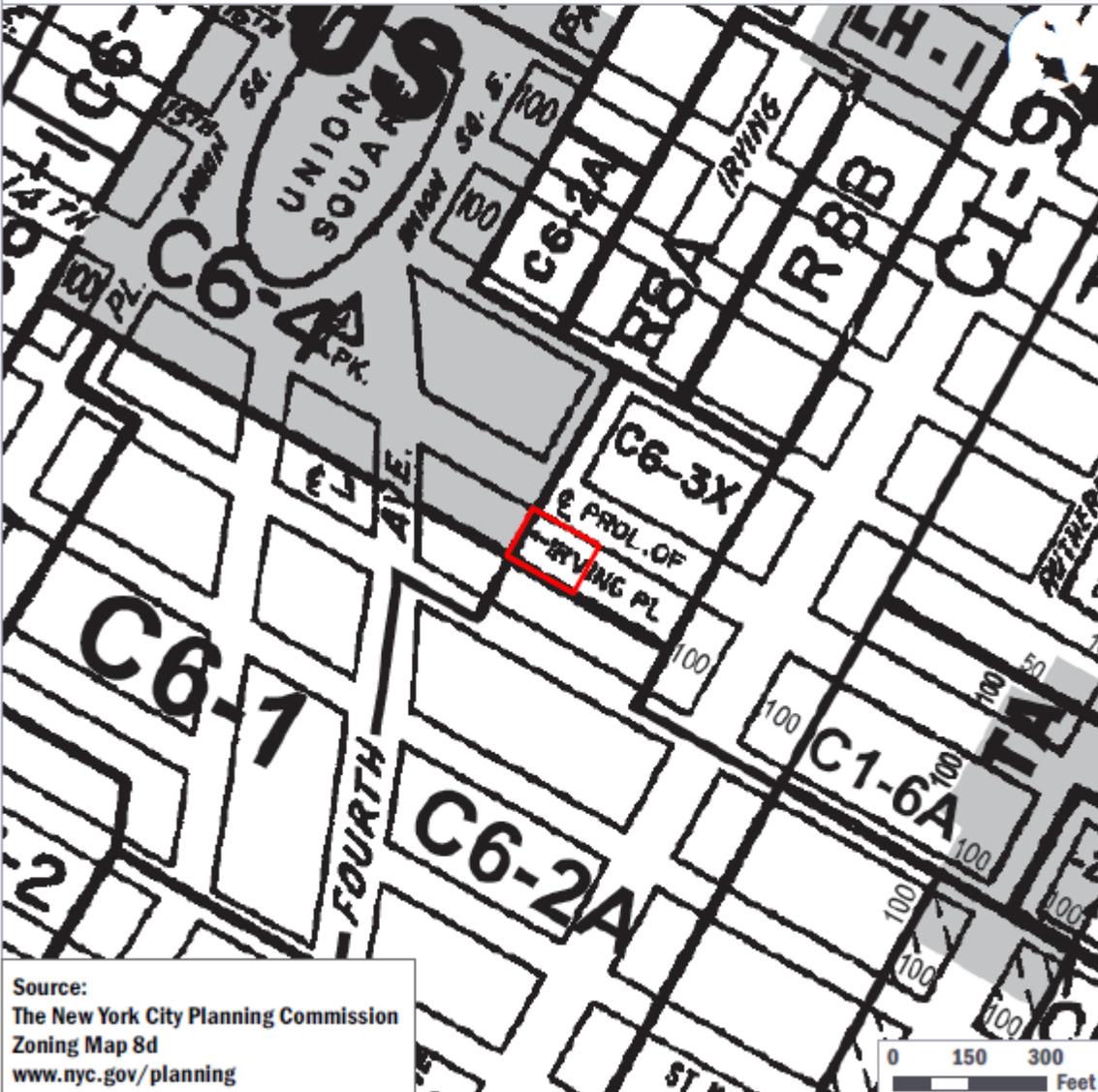
APPENDIX 4 – ZONING MAP

Zoning

Borough: MANHATTAN
Block: 559 Lot: 16
Zoning District: C6-3X



 Site



Source:
The New York City Planning Commission
Zoning Map 8d
www.nyc.gov/planning



NYCEDC MGIS 11/2014

APPENDIX 5 – LAND USE MAP



APPENDIX 6 – PROPOSAL CONTENTS

Each Proposal must contain the forms and supporting documentation indicated below. Each copy of the Proposal must be tabbed as indicated.

RFP Checklist:

- Tab 1: Project Description
- Tab 2: Respondent Description
- Tab 3: Consideration
- Tab 4: Project Financial Information
- Tab 5: Site Plan & Architectural Design
- Tab 6: Sustainable Development & Active Design
- Tab 7: Zoning Calculation
- Tab 8: Schedule
- Tab 9: Hiring and Workforce Programs
 - 1. Minority and Women-Owned Business Enterprises Program Plan
 - 2. HireNYC Permanent Program
 - 3. Wages to be Paid and Benefits to be Provided to Employees at the Site
- Tab 10: Additional Forms
 - 1. Statement of Agreement

In a separate envelope: Standard Doing Business Data Form (Local Law 34)

APPENDIX 7 – M/WBE PLAN

I. M/WBE Participation Goal

- a. Participation Goal - **The target Participation Goal for the Project is 20% - 35%.** This range reflects the minimum to the optimal Participation Goal for the design and construction components of work related to the Proposal (the “Work”).
- b. The target Participation Goal range represents a percentage of the hard costs and soft costs associated with the Work (the “Eligible Costs”) that will be paid to contractors, subcontractors and supplier firms certified with the New York City Department of Small Business Services (“DSBS”) as MBEs or WBEs. Respondents shall identify their Participation Goal in their M/WBE Participation Proposal. The Participation Goal may be calculated as follows:
 1. Contractors: The total dollar amount that Respondent pays to contractors certified with DSBS as MBEs or WBEs for Eligible Costs shall be credited toward fulfilment of the Participation Goal, provided that the value of such a contractor’s participation shall be determined by subtracting from this total dollar amount any amounts that the contractor is obligated to pay to direct subcontractors or suppliers upon completion of such subcontractors or suppliers work or services.
 2. Direct Subcontractors: The total dollar amount that a contractor pays to subcontractors certified with DSBS as MBEs or WBEs for Eligible Costs shall be credited toward fulfilment of the Participation Goal, provided that the value of such a direct subcontractor’s participation shall be determined by subtracting from this total dollar value any amounts that the direct subcontractor is obligated to pay to indirect subcontractors or suppliers upon completion of such indirect subcontractors or suppliers work or services.
 3. Indirect Subcontractors: The total dollar amount that a subcontractor pays to its subcontractors certified with DSBS as MBEs or WBEs for Eligible Costs shall be credited toward fulfilment of the Participation Goal.
 4. Suppliers: 60% of the dollar amount spent on materials or supplies for the design and construction components of the Proposal purchased by Respondent, contractors or direct subcontractors from suppliers certified with DSBS as MBEs or WBEs shall be credited toward fulfilment of the Participation Goal.
 5. Joint Ventures: A contractor, direct subcontractor or indirect subcontractor that is a qualified joint venture, as defined in Section 6-129(c)(24), shall be permitted to count a percentage of its own participation toward fulfillment of the Participation Goal. The value of such a contractor, direct subcontractor or indirect subcontractor’s participation shall be determined by subtracting from this total dollar amount any amounts that the contractor, direct subcontractor or indirect subcontractor pays to

subcontractors or suppliers, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an M/WBE partner is entitled pursuant to the joint venture agreement. If a contractor, direct subcontractor or indirect subcontractor claims credit for participation as a qualified joint venture, then upon NYCEDC's request, Developer must promptly provide a copy of the joint venture agreement for review and confirmation of the M/WBE partner's profit share as used in calculating credit toward fulfillment of the Participation Goal.

II. Minority and Women -Owned Business Enterprises.

M/WBE firms must be certified by DSBS to credit such firms' participation toward attainment of the Participation Goal. Such certification must occur prior to the firms' commencement of work. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William Street, New York, New York, 10038, 7th Floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. No credit shall be given for participation by a graduate M/WBE, as defined in Section 6-129(c)(20) of the Administrative Code of the City of New York.

III. M/WBE Proposal Submission Forms – M/WBE Participation Proposals.

- a. The Respondent must complete and submit as part of its Proposal an M/WBE Participation Proposal setting forth:
 - i. the proposed Participation Goal, and
 - ii. a narrative related to Respondent's implementation of the proposed Participation Goal, including, but not limited to:
 1. strategies and methods that will facilitate participation by M/WBE firms as contractors, subcontractors or suppliers consistent with Section I above, such as carve-outs and/or unbundling bid packages;
 2. methods for identification of M/WBE firms seeking design or construction work in connection with such development; and
 3. a statement that Respondent will make good faith efforts to meet the Participation Goal.
- b. Respondent's M/WBE Participation Proposal will be ranked against that of other respondents and will be evaluated as an important part of the selection process, with focus on (i) the Respondent's Participation Goal in relation to the target Participation Goal range set forth in this RFP, and (ii) the development and quality of the M/WBE Participation Proposal narrative.
- c. If the Respondent's Proposal is accepted, then the M/WBE Participation Proposal, as approved by NYCEDC, shall be annexed to and made part of the lease or contract of sale agreement, as applicable. Respondent shall also submit a more comprehensive M/WBE Participation Plan. The M/WBE Participation Plan will include the Respondent's Participation Goal and include information on the percentage of work

to be awarded to contractors, subcontractors and suppliers, and the identity of all proposed M/WBE contractors, subcontractors and suppliers, as well as a description of the type and dollar value of work designated for participation by M/WBE firms.

Other M/WBE Requirements. If the Respondent's Proposal is accepted, then the lease or contract of sale agreement, as applicable, will contain additional M/WBE Program Requirements.

Please note that if a Developer fails to use good faith efforts to fulfill its Participation Goal, then NYCEDC may, in addition to asserting any other right or remedy it has under the lease or contract of sale agreement, as applicable, assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of Work required to be awarded to M/WBE contractors, subcontractors and suppliers to meet the Participation Goal and the dollar amount the Respondent actually awarded and paid to such M/WBEs. In addition, the Respondent shall provide NYCEDC with certified reports detailing Respondent's compliance with its M/WBE Participation Plan and Participation Goal.

APPENDIX 8 – HIRENYC : DEVELOPMENT PROGRAM

The HireNYC Development Program applies to all contracts related to Construction Activities (as defined below) for goods, services, and construction with a value of \$1M or more. With respect to this program, “Construction Activities” are any endeavors, actions and processes undertaken in furtherance of the Project (i) to improve, alter, build or demolish real estate at the Site; (ii) as a prerequisite to improve, alter, build, or demolish real estate at the Site; or (iii) to facilitate, monitor or supervise the improvement, alteration, building or demolition of real estate at the Site.

The requirements of the HireNYC Development Program do not limit the Developer’s ability to assess the qualifications of prospective workers or to make final hiring and retention decisions. The program does not require the Developer to employ any particular worker.

The HireNYC Development Program will apply to the Developer and its successors and assigns and will be incorporated into the lease or contract of sale agreement, as applicable. Consistent with these obligations, the Developer will also incorporate the requirements of the HireNYC Development Program into all contracts related to Construction Activities for goods, services and construction with a value of \$1M or more between the Developer and any contractor and will require its contractors to include the requirements in their subcontracts.

The Developer will participate in the HireNYC Development Program from the time it enters into its initial contract for Construction Activities until the end of the Construction Activities. After or near the end of the Construction Activities, certain Developers will transition into the HireNYC Developer program for permanent positions.

I. HireNYC Development Requirements.

- a. **Enrollment.** The Developer must enroll in the program through the HireNYC portal (http://www.nyc.gov/html/sbs/wf1/html/contact/targeted_hiring.shtml) within 30 calendar days of full execution of the lease or contract of sale agreement, as applicable. The Developer will provide information about its Project, designate a primary contact and state whether it intends to hire for any entry to mid-level job opportunities arising from Construction Activities related to the lease or contract of sale agreement, as applicable that are located in the City, and, if so, the approximate start date of the first hire. For the purposes of the HireNYC Development program “entry to mid-level job opportunities” are employment opportunities that require, as determined by the New York State Department of Labor,¹¹ any of the following minimum levels of education: less than a high school diploma, a high school diploma or

¹¹ See Columns F and G of <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>.

equivalent, postsecondary non-degree award, some college, no degree or an associate's degree.

b. Job Recruitment Requirements.

i. The Developer must update the HireNYC portal with:

- all new and replacement entry to mid-level job opportunities arising from Construction Activities related to the lease or contract of sale agreement, as applicable, that are located in the City, if any,
- the requirements of the jobs to be filled,
- the number of positions,
- the anticipated schedule of initiating the hiring process for these positions, and
- the contact information for the Developer's representative charged with overseeing hiring.

ii. The Developer must provide this information for such an entry or mid-level job opportunity no fewer than 30 business days prior to the intended first day of employment for the applicable entry or mid-level position (although the Developer is encouraged to provide that information as early as practicable). With respect to such an available entry or mid-level position, the period beginning on the date that the Developer provides that information and ending on the date 15 business days later will be known as the "Recruitment Period." During the Recruitment Period for an entry or mid-level position, the Developer must exclusively consider candidates provided by DSBS; provided that, after the tenth business day of that Recruitment Period, DSBS will not send any additional candidates for the applicable position to the Developer for exclusive consideration.

iii. At the request of DSBS, the Developer will also be required to provide information on the Developer's construction schedule for Project milestones, deadlines or delivery dates and expected new hiring required, which information may be used by DSBS to create a tailored recruitment plan.

iv. DSBS will screen applicants based on the Developer's employment requirements and refer applicants whom DSBS believes are qualified to the Developer for interviews. The Developer must interview referred applicants whom it believes are qualified for the available position.

- v. After completing an interview of a candidate referred through the HireNYC Development Program, the Developer must provide feedback through the portal within 20 business days to indicate whether the candidate was hired. If a candidate is not interviewed, the Developer must provide information on why such candidate was not qualified for consideration within 20 business days of the candidate's referral. In addition, the Developer must provide the start date of new hires, and additional information reasonably requested by DSBS about such hires, within 20 business days after the start date.
- vi. This Section I(b) shall not apply to positions that the Developer intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York (the "Building Service Code"). The Developer shall not be required to report such openings through the HireNYC portal. However, the Developer shall enroll through the HireNYC portal pursuant to section I(a), above, and, if additional positions that are not governed by the Building Service Code subsequently become open, the provisions of this Section I(b) will apply.
- c. Reporting Requirements. In the event the Developer does not have any job openings covered by the HireNYC Development Program in any given year, the Developer must provide an annual update through the HireNYC portal to that effect. For this purpose, the reporting year will run from the date of the full execution of the lease or contract of sale agreement, as applicable, and each anniversary date, until the end of the Project's Construction Activities.¹²

II. Construction Requirements.

- a. The Developer's construction contractors or consultants must comply with the HireNYC Development Program requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the Construction Activities and located in the City) and for all nonunion trade jobs as set forth above.
- b. In addition, the Developer's construction contractors or consultants shall reasonably cooperate with DSBS and the NYCEDC on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this Project.

¹² In the event that this Project includes a Federal funding agreement, additional reporting and federal hiring requirements may apply.

III. Breach and Liquidated Damages.

- a. If the Developer or its contractors or their subcontractors fail to comply with the terms of the HireNYC Development Program (1) by not enrolling its business through the HireNYC portal; (2) by not informing DSBS through the HireNYC portal, as required, of open positions; or (3) by failing to interview a qualified candidate, NYCEDC may assess liquidated damages in the amount of \$2,500 per breach. For all other events of noncompliance with the terms of the HireNYC Development Program, NYCEDC may assess liquidated damages in the amount of \$500 per breach.
- b. The failure of the Developer or its contractors or their subcontractors to interview a qualified candidate will be determined by NYCEDC in its sole discretion based on factors such as, and without limitation, the information provided through the HireNYC portal, the recruitment plan, if any, and an assessment of whether the Developer or its contractors or their subcontractors acted in good faith with respect to a referred candidate. If no reason is provided for failing to interview a referred candidate or if only insufficient information is provided within 20 business days of a candidate's referral, then such candidate will be deemed to be qualified. Regardless as to the number of candidates that a Developer may fail to interview for a particular job opening, no more than five candidates will be used to calculate the total amount of liquidated damages attributable to that job opening.
- c. In the event the Developer or its contractors or their subcontractors breaches the requirements of the HireNYC Development Program during the term of the lease or contract of sale agreement, as applicable, NYCEDC may hold the Developer in default.

APPENDIX 9 – HIRENYC : PERMANENT PROGRAM

NYCEDC recognizes the importance of creating employment opportunities for low-income persons, enabling them to participate in the City’s economic growth. To this end, NYCEDC has developed the HireNYC Program for all land sales and leases expected to produce ten (10) or more permanent jobs over the life of the project. Participation in this program requires the successful Respondent to use good faith efforts to achieve the hiring and workforce development goals and perform the requirements of NYCEDC’s HireNYC Program.

Each Respondent for projects expected to produce ten (10) or more permanent jobs over the life of the project must submit within its response a HireNYC Permanent Program plan (“Respondent’s HireNYC Permanent Program”) addressing how Respondent will seek to achieve the goals and other requirements set forth below and describing its experience, if any, conducting similar hiring and workforce development programs or undertaking other efforts to create employment opportunities for low-income persons. Please see the HireNYC Permanent Program Plan Template at the end of this *Appendix 9* for assistance in preparing Respondent’s HireNYC Permanent Program.

Respondent’s HireNYC Permanent Program must include all programmatic details listed below, including collaboration with a New York City agency designated by NYCEDC in a notice to Respondent (“Designated City Agency”). The Designated City Agency will assist Respondent in implementing their HireNYC Permanent Program including the screening of candidates from the target population (“Target Population”) defined as persons who have an income that is below two hundred percent (200%) of the poverty level as determined by the New York City Center for Economic Opportunity (a description of the income level meeting this threshold for each household size is available at http://www.nyc.gov/html/ceo/downloads/pdf/poverty_measure_2011.pdf). Respondent’s HireNYC Permanent Program will be in effect for a period of eight (8) years from the commencement of the first business operations at the project location (“HireNYC Permanent Program Term”).

Respondent’s HireNYC Permanent Program will apply to Respondent, its successors and assigns, and to all tenants (which term also includes subtenants) at the project location during the HireNYC Permanent Program Term.

- I. Goals. Respondent’s HireNYC Permanent Program must include, at a minimum, the following hiring and workforce development goals or, at each Respondent’s discretion, higher goals (collectively, the “Goals”):

Hiring Goal:	Fifty percent (50%) of all new permanent jobs created in connection with the project (including jobs created by tenants, but excluding jobs relocated from other sites) will be filled by members of the Target Population referred by the Designated City Agency for a period beginning, for each employer, at commencement of business operations and continuing through the
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end of the HireNYC Permanent Program Term. Notwithstanding the foregoing, the Hiring Goal shall only apply to hiring on occasions when Respondent is hiring for five (5) or more permanent jobs.

Retention Goal: Forty percent (40%) of all employees whose hiring satisfied the Hiring Goal will be retained for at least nine (9) months from date of hire.

Advancement Goal: Thirty percent (30%) of all employees whose hiring satisfied the Hiring Goal will be promoted to a higher paid position within one (1) year of date of hire.

Training Goal: Cooperation with NYCEDC and the Designated City Agency to provide skills-training or higher education opportunities to members of the Target Population.

II. Program Requirements. Respondent's HireNYC Permanent Program must also include all of the following requirements:

1. Designation of a workforce development liaison by Respondent to interact with NYCEDC and the Designated City Agency during the course of Respondent's HireNYC Permanent Program.
2. Commitment by Respondent to do the following:
 - a. use good faith efforts to achieve the Goals;
 - b. notify NYCEDC six (6) weeks prior to commencing business operations;
 - c. with respect to initial hiring for any new permanent jobs associated with the commencement of business at the project location (but only if initial hiring is for five (5) or more permanent jobs):
 - (i) provide NYCEDC and the Designated City Agency with the approximate number and type of jobs that will become available, and for each job type a description of the basic job qualifications, at least three (3) months before commencing hiring; and
 - (ii) consider only applicants referred by the Designated City Agency for the first ten (10) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first;
 - d. with respect to ongoing hiring on occasions when hiring for five (5) or more permanent jobs:
 - (i) provide NYCEDC and the Designated City Agency with the approximate number and type of jobs that will become available, and for each job type a description of the basic job qualifications, at least one (1) month before commencing hiring or as soon as information is available, but in all cases not later than one (1) week before commencing hiring; and

- (ii) consider only applicants referred by the Designated City Agency for the first five business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first.
- e. notify NYCEDC thirty (30) days prior to execution of any tenant or subtenant lease at the project location;
- f. provide NYCEDC with one (1) electronic copy of all tenant and subtenant leases at the project location within fifteen (15) days of execution;
- g. submit to NYCEDC an annual HireNYC Employment Report in the form provided by NYCEDC (or quarterly reports at the discretion of NYCEDC);
- h. cooperate with annual Site visits and, if requested by NYCEDC, employee satisfaction surveys relating to employee experience with Respondent's HireNYC Permanent Program;
- i. provide information related to Respondent's HireNYC Permanent Program and the hiring process to NYCEDC upon request; and
- j. allow information collected by NYCEDC and the Designated City Agency to be included in public communications, including press releases and other media events.

III. Optional Provisions. NYCEDC strongly encourages Respondents to include one or more of the following elements in Respondent's HireNYC Permanent Program:

1. Commitment by Respondent of resources for training efforts, such as making financial investments in employee training and creating technology-based tools to:
 - a. promote and track workforce development efforts;
 - b. notify jobseekers of job opportunities; and
 - c. provide information and assistance to tenants to in need of training options for new and current employees.
2. Commitment by Respondent, if the project is expected to produce 1,000 or more permanent jobs, to provide temporary space and personnel for a satellite outreach or workforce development site to provide outreach and screening of local jobseekers, distribute job applications and inform the public of available job opportunities leading up to the commencement of business operations.
3. Commitment by Respondent to support connections to education and training. NYCEDC staff will be available to work with Respondent's workforce development liaison to connect individuals interested and in need of education and training to training and other educational programs available at Designated City Agency service provider locations or through relationships with other accredited training providers.

IV. General Requirements. The following general requirements also must be included in Respondent's HireNYC Permanent Program

1. Respondent's HireNYC Permanent Program must provide that it applies to Respondent, its successors and assigns, and to all tenants and subtenants at the project location during

the HireNYC Permanent Program Term. Respondent is required to incorporate the terms of its HireNYC Permanent Program into all tenant and subtenant leases obligating tenants and subtenants to comply with the Goals and other requirements in Respondent's HireNYC Permanent Program to the same extent as Respondent is required to comply with such Goals and other requirements.

2. Enforcement. In the event NYCEDC determines that Respondent, its tenants or subtenants, have violated any of Respondent's HireNYC Permanent Program requirements, including, without limitation, a determination that Respondent, its tenants or subtenants, have failed to use good faith efforts to fulfill the Goals, NYCEDC may (1) assess liquidated damages set forth immediately below; and/or (2) assert any other right or remedy it has under the project agreement to which Respondent's HireNYC Permanent Program applies.

3. Liquidated Damages. If Respondent, its tenants or subtenants, do any of the following:

(i) fail to comply with their obligations set forth in Section II(2) clauses (a)(with respect to the Hiring Goal), (c), and/or (d), and as a result the Designated City Agency was unable to refer applicants or participate in the hiring process as required by the program ; or

(ii) fail to comply with their obligations set forth in Section II(2) clauses, (f), (g), (h), (i), and/or (j) and such failure shall continue for a period of thirty (30) days after receipt of notice from NYCEDC, then, in the case of clause (i), NYCEDC may assess liquidated damages in the amount of \$2,500 for each position for which the Designated City Agency was unable to refer applicants or otherwise participate in hiring as required by the program; and in the case of clause (ii), NYCEDC may assess damages for breach of each requirement in the amount of \$1,000. In view of the difficulty of accurately ascertaining the loss which NYCEDC will suffer by reason of Respondent's failure to comply with program requirements, the foregoing amounts are hereby fixed and agreed as the liquidated damages that NYCEDC will suffer by reason of such failure, and not as a penalty.

Respondent shall be liable for and shall pay to NYCEDC all damages assessed against Respondent, any tenant or subtenant at the project upon receipt of demand from NYCEDC.

V. Project Agreement. The successful Respondent's HireNYC Permanent Program will be incorporated into the project agreement to be entered into with the successful Respondent.

HireNYC Permanent Program Plan Template

Please follow this template as a guide in creating your HireNYC Permanent Program.

All hiring and workforce development goals and Program requirements, as set forth below and further described on the previous pages of the HireNYC Permanent Program *Appendix 9*, must be set forth in full in each Respondent’s HireNYC Permanent Program.

Respondent’s HireNYC Permanent Program Plan

Project Name:

Respondent Name:

Date:

1. Program Goals
 - a. Set forth in full the hiring and workforce development goals for your operations or, at Respondent’s discretion, higher goals (collectively, the “Goals) as outlined in the HireNYC Permanent Program *Appendix 9*, section I Goals.
 - b. Include the Hiring Goal, Retention Goal, Advancement Goal and Training Goal.

2. Program Requirements
 - a. Set forth in full all HireNYC Permanent Program requirements as outlined in the HireNYC Permanent Program *Appendix 9*, section II Program Requirements, clauses 1 and 2 (a), (b), (c), (d),(e), (f), (g), (h), (i), and (j).
 - b. Set forth in full the requirements in the HireNYC Permanent Program *Appendix 9*, section IV General Requirements

3. Program Implementation
 - a. Discuss how you intend to work with tenants and subtenants at the project location to implement your HireNYC Permanent Program.
 - b. Discuss how your workforce development liaison will promote and track workforce development efforts, including the completion of HireNYC reporting forms.
 - c. Discuss how you will facilitate targeted hiring such as a) arranging meetings at which NYCEDC and the Designated City Agency staff can discuss the HireNYC Permanent Program and b) assist with information sharing, including results from hiring efforts and providing resources for hiring activities.
 - d. Discuss how you will support connections to education and/or training either in partnership with NYCEDC and the Designated City Agency or through relationships with other accredited training providers.

- e. Discuss any additional elements that you will include in your HireNYC Permanent Program. Please see, for example, the items set forth in the HireNYC Permanent Program **Appendix 9**, section III Optional Provisions.

4. Additional Information

- a. New Jobs and Skill Level
 - i. Number of projected permanent jobs at the project location (including projected jobs of tenants and subtenants)
 - ii. Number and type of projected skilled/semi-skilled permanent jobs at the project location (including projected jobs of tenants and subtenants)
 - iii. Number and type of projected unskilled permanent jobs at the project location (including projected jobs of tenants and subtenants)
- b. Training and Certifications
 - i. Training required for skilled/semi-skilled permanent jobs
- c. Workforce Development Liaison
 - i. Contact name, number and e-mail address

Job Type Examples:

Skilled/Semi-skilled: Any job or labor that requires special training or education attainment (i.e., certifications, higher education degree) for its satisfactory performance. Examples include Commercial Vehicle Operators, Bookkeepers, Accountants, and Supervisors/Managers.

Unskilled: Any job or labor that requires relatively little or no training or experience for its satisfactory performance. Examples include Warehouse Clerks, Office Clerks, Laborers, Packers, Assemblers, Cashiers, and Customer Service Representatives.

APPENDIX 10 – LIVING WAGE AND PREVAILING WAGE REQUIREMENTS

The living wage and prevailing wage laws and regulations described below help guarantee that City development efforts encourage the creation of jobs that provide economic opportunity and benefit for all New Yorkers while serving as models to employers across the City.

Local Law No. 37 of 2012 added the Fair Wages for New Yorkers Act as Section 6-134 of the New York City Administrative Code (the “Living Wage Act”), which was broadened when the Mayor issued Executive Order No. 7 (the “Executive Order,” the obligations imposed on a successful Respondent pursuant to the Living Wage Act and the Executive Order are collectively referred to as the “Living Wage Requirements”). The Living Wage Requirements require companies that receive at least \$1 million of “financial assistance” (as such term is defined in the Living Wage Act) from the City or NYCEDC to pay their employees at the project site no less than a “living wage,” unless the company qualifies for an exemption under the Living Wage Requirements. As of September 30, 2014, the “living wage” is equal to the sum of \$11.50 per hour (in cash) plus \$1.63 per hour (in cash and/or health benefits), subject to annual inflation-based adjustments (the Commissioner of the Department of Consumer Affairs will announce the new rates each January 1, which will go into effect on April 1 of each such year). Additionally, other “additional covered employers” (as such term is defined in the Executive Order) at the project site are required to pay their employees at the project site no less than a living wage, unless those employers qualify for an exemption under the Living Wage Requirements. Copies of the Living Wage Act and the Executive Order are available for download at http://www1.nyc.gov/assets/home/downloads/pdf/executive-orders/2014/eo_7.pdf.

Local Law No. 27 of 2012 added Section 6-130 of the New York City Administrative Code (the “Prevailing Wage Law”). Like the Living Wage Requirements, the Prevailing Wage Law applies to certain companies that receive at least \$1 million of “financial assistance” (as such term is defined in the Prevailing Wage Law) from the City or NYCEDC for projects that are expected to be larger than 100,000 square feet or to include more than 100 residential units, unless the company and/or project qualifies for an exemption under the Prevailing Wage Law (a non-exempt company is referred to as a “covered developer”). A covered developer must ensure that all “building service employees” performing “building service work” (as such terms are defined in the Prevailing Wage Law) at the project location are paid no less than the “prevailing wage.” The “prevailing wage” means the rate of wage and supplemental benefits paid to workers in the same trade or occupation in the New York City locality, as determined annually by the City Comptroller. The current prevailing wage schedule is available for download at <http://comptroller.nyc.gov/general-information/prevailing-wage/>. A copy of the Prevailing Wage Law is available for download at <http://legistar.council.nyc.gov/View.ashx?M=F&ID=1951352&GUID=2FA06042-5204-4767-B9CA-710367C39270>.

APPENDIX 11 – DOING BUSINESS DATA FORM

The Respondent shall complete and submit a Doing Business Data Form which can be found at www.nycedc.com in the following section:

“Resource/Vendor Resources”

The text of said section provides as follows:

Doing Business Accountability Project Forms

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

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

[Doing Business Form-Real Property](#)
[Q&A Real Property](#)

APPENDIX 12 – NYCEDC STATEMENT OF AGREEMENT

(On company letterhead)

Date:

New York City Economic Development Corporation
110 William Street, 6th Floor
New York, NY 10038
Attn: Maryann Catalano, Senior Vice President

Dear Ms. Catalano:

This letter hereby certifies that [Respondent] has read this RFP and the Appendices fully and agrees to the terms and conditions set forth in this RFP and Appendices.

Sincerely,

Respondent

Respondent Title [must be authorized principal or officer of the respondent]

APPENDIX 13 – CONDITIONS, TERMS AND LIMITATIONS

In addition to those stated elsewhere, this RFP and any transaction resulting from this RFP are subject to the conditions, terms and limitations stated below:

1. The Site is to be disposed of in “as is” condition and is to be conveyed subject to all applicable title matters.
2. The City and NYCEDC, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, the Site File, the physical condition of the Site, the status of title thereto, its suitability for any specific use, the absence of hazardous waste or materials, or any other matter. All due diligence is the responsibility of the Respondent and Respondents are urged to satisfy themselves with respect to the condition of the Site, the information contained herein, and all limitations or other arrangements affecting the Site. NYCEDC and the City will not be responsible for any injury or damage arising out of or occurring during any visit to the Site.
3. The proposed development shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, all other applicable laws, regulations, and ordinances of all Federal, State and City authorities having jurisdiction, and any applicable Urban Renewal Plan, design guidelines or similar development limitations, as all of the foregoing may be amended from time to time. Without limiting the foregoing, closing on a proposed transaction shall be subject to the City’s Uniform Land Use Review Procedure (“ULURP”), completion of the City Environmental Quality Review (“CEQR”), approval by the applicable Community Board, compliance with Section 384(b)(4) of the New York City Charter, and approval by NYCEDC’s Board of Directors. ULURP and CEQR compliance shall be solely at the expense of the Developer. NYCEDC will cooperate with the Developer in obtaining necessary approvals.
4. A Respondent submitting a Proposal in response to this RFP may be rejected if it or, if the Respondent is a business entity, any of its shareholders, officers, directors, partners or members (“Principals”) is determined, in the City’s or NYCEDC’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCEDC will not generally do business. Respondent and all officers and Principals thereof will be required to complete a background questionnaire and shall be subject to investigation by NYCEDC and the City’s Department of Investigation. Any designation may be revoked in the City’s or NYCEDC’s sole discretion in the event any derogatory information is revealed by such investigation.
5. NYCEDC and the City are not obligated to pay and shall not pay any costs incurred by any Respondent at any time unless NYCEDC or the City has expressly agreed to do so in writing.
6. NYCEDC invite the participation of real estate brokers acting on behalf of and with the authorization of identified Principals, provided that the broker arranges for the payment of its commission or other compensation exclusively by the Developer of the Site, or portion thereof. The submission of a Proposal will constitute the Respondent undertaking to pay any commission or other compensation due to any broker in connection with the development of the Site, or portion thereof, and to indemnify and hold harmless NYCEDC and the City, and their respective officers, employees and agents from any obligation, commission or compensation brought by any broker by reason of the Project or the development of the Site,

or portion thereof, and any liability, cost and/or expense incurred by NYCEDC and/or the City as a result of any claim of commission or compensation brought by any broker by reason of the Project or the development of the Site.

7. Only Proposals from Principals will be considered responsive. Individuals in representative, agency or consultant status may submit proposals only under the direction of identified Principals, where the Principals are solely responsible for paying for such services.
8. This is a Request for Proposals **not** a Request for Bids. NYCEDC shall be the sole judge of each Proposal's conformance with the requirements of this RFP and of the merits of the individual Proposals. NYCEDC reserves the right to waive, modify or amend any terms, conditions or provisions of this RFP, with or without notice, with respect to one or more Respondents, to negotiate with one or more of the Respondents with respect to the Site or any portion of the Site, to negotiate and dispose of the Site on terms other than those set forth herein (including to parties other than those responding to this RFP), to require supplemental statements and information from any Respondents, to establish additional terms and conditions, to require a Respondent to modify and cure its proposal if it is non-responsive to the RFP or if it does not otherwise comply with one or more requirements of the RFP, to request a Respondent make changes to a Proposal, to entertain modifications or additions to selected Proposals, to withdraw the Site or portions of the Site from or add individual parcels to this RFP, to encourage Respondents to work together, or to reject any or all Proposals, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all Proposals are rejected, this RFP may be withdrawn and the Site may be retained, and re-offered under the same or different terms and conditions, or disposed of by another method, such as auction or negotiated disposition. In all cases, NYCEDC, conferring with other agencies, authorities and organizations, shall be the sole judge of the acceptability of the Proposals. NYCEDC will enforce the submission deadline stated in the RFP at its sole discretion. The timing of the selection may differ depending upon the degree to which further information on individual Proposals must be obtained or due to other factors that NYCEDC may consider pertinent. All Proposals shall become the property of NYCEDC upon submission.
9. NYCEDC and/or the City are not obligated to pay, nor shall in fact pay, any costs or losses incurred by any Respondent at any time, including the cost of responding to the RFP or negotiating legal agreements.
10. All terms in this RFP related to the permitted use and bulk of the Site shall be as defined in the New York City Zoning Resolution and any applicable Urban Renewal Plan, design guidelines, or similar development limitations and controls. Where any conflict arises in such terms, the most restrictive shall prevail.
11. Except as specifically provided herein, the Developer will pay all taxes payable with respect to the project, including transfer and mortgage recording taxes. Developer will be required to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding any exemption on account of the City's or NYCEDC's involvement in the transaction.
12. This transaction will be structured as a "net" deal to NYCEDC, with the Developer being responsible for all fees relating to the project and all costs incurred by NYCEDC including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.
13. All Proposals and other materials submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law ("FOIL"). The entity submitting a Proposal may provide

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

14. In furtherance of NYCEDC's mission of economic development, NYCEDC-led dispositions will be subject to NYCEDC's standard provisions for similar transactions. The lease, or contract of sale agreement, as applicable, conveying the Site, or portion thereof, to the Developer(s) shall contain redevelopment obligations as well as restrictions on use and transfer of the Site. Failure to comply with these restrictions will result in a right by NYCEDC or the City to re-enter and re-acquire the Site, or portion thereof, for no consideration or terminate the lease, as the case may be.
15. The Developer will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the Site for the first eight (8) years after the closing of the Project. The Developer must also agree in good faith to consider any proposals made by the City or City-related entities with regard to jobs Developer is seeking to fill and to provide the City with the opportunity to make job referrals and create a training program for City residents. Developer will be required to cause commercial tenants to agree to these provisions at the time it enters into leases with such tenants.
16. Upon review of the Site File, Respondents, and their representatives and agents and consultants, shall treat their Proposals and all information obtained from the Site File or otherwise obtained from NYCEDC or the City in connection with this RFP (the "Confidential Information") confidentially, and shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to the press or other media, without NYCEDC's prior written approval. In addition, upon submission of a Proposal to this RFP, Respondents, and their representatives and agents and consultants shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Respondents or any other person, firm or entity, including press or other media, without NYCEDC's prior written approval. If either provision is breached by a Respondent, NYCEDC may disqualify that Respondent from the RFP as non-compliant and seek any other remedy available at law or in equity, including but not limited to injunctive relief and/or damages.
17. All determinations as to the completeness or compliance of any Proposals, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of NYCEDC and the City.
18. The Developer may choose to apply to or seek the cooperation or involvement of other City programs and Agencies (e.g., – Housing Preservation and Development) as part of their Proposal. In the event that other information or City documentation is required for the Proposal, the Developer and/or Respondent agrees to provide NYCEDC with all information and documentation required by the City.
19. The City and NYCEDC may, at its discretion, contribute funds to development projects and/or permit the Developer to apply for discretionary tax abatements in order to further Project Goals or effectuate policy goals regardless of the requirements of Respondent's submissions.