REQUEST FOR
Release:
Submission Deadline:
Submission Review:

LEASING OPPORTUNITY /
REQUEST FOR PROPOSALS –
75 RICHMOND TERRACE
STATEN ISLAND, NEW YORK

RELEASE DATE
Monday July 23, 2018

INFORMATION SESSION
Thursday August 23, 2018

SUBMISSION DEADLINE
Friday October 5, 2018

NYCEDC
New York City Economic Development Corporation
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Executive Summary

The New York City Economic Development Corporation (“NYCEDC”) is seeking responses to the Request for Proposals (“RFP”) to enter a net lease for the Space, as defined herein.

The goal of this RFP process is to select one respondent to lease a 7,500 square foot unit adjacent to the Richmond County Bank Ballpark in Staten Island (the “Space”) for retail use (including, without limitation, restaurant and/or brewpub use) conforming to current zoning and all applicable regulations.

The Space is a prime leasing opportunity and offers a number of distinct advantages to respondents (“Respondents”):

Location Advantage
The Space is located on Staten Island’s North Shore, the Borough’s prime arts and entertainment district and home to major waterfront redevelopment projects, including Empire Outlets NYC, Lighthouse Point, and the proposed New York Wheel. The Space is adjacent to the Staten Island Yankees’ Stadium, providing a substantial captive audience on game days.

Access
The Space is located proximate to the St. George Ferry Terminal, Staten Island’s main transportation hub, connecting this district to Manhattan and the rest of the borough. The Space is also accessible by car from Richmond Terrace.

LOCATION ADVANTAGES
The Space is adjacent to Empire Outlets NYC, a soon to be completed, 410,000 square-foot retail complex that is expected to draw 4 million shoppers annually. Additionally, the St. George district dynamic will be reinforced by the construction of Lighthouse Point, a mixed-use development project at the site of the historic United States Lighthouse Service that will include residential, restaurant, hotel, and office space.

More than $1.2 billion of private capital has been invested in the redevelopment of Staten Island’s North Shore (including the proposed New York Wheel, which would be the largest observation wheel in the Western hemisphere). This redevelopment will transform the waterfront into a prime shopping and entertainment destination, attracting millions of New Yorkers and visitors.

Figure 1: Empire Outlets NYC
Figure 2: Lighthouse Point
Benefiting from the captive baseball audience as well as the millions of annual visitors to the neighborhood, the Space has an unbeatable location in Staten Island.

**ACCESS**

The Space is located proximate to the St. George Ferry Terminal, a 20-minute free ferry ride from Manhattan. 23 million passengers take the ferry each year. Approximately 20 bus lines and Staten Island’s unique subway line connect the St. George District to the rest of the island. Access to transit is further detailed in Figure 6.

![Figure 3: Staten Island Ferry](image)
I. Neighborhood Context

The Space is located on Staten Island’s North Shore, within the St. George District – an area which has come to be known as “Downtown Staten Island.” Downtown Staten Island is a growing cultural and entertainment destination that currently receives approximately 2 million visitors each year. It is also undergoing one of New York City’s largest waterfront transformations. $1.2 billion of private investment and $600 million of public investment have been invested in recent years to transform the area into a destination for Staten Islanders, New Yorkers, and tourists (See Figure 4). It is anticipated that visitation will double to 4 million annually following the completion of current and proposed projects.

Figure 4: Downtown Staten Island main attractions
Empire Outlets NYC
Empire Outlets NYC will be a major new retail center and New York City’s first and only outlet mall. This shopping destination is adjacent to the Space and St. George Ferry Terminal and will include 350,000 square feet of leasable retail space, 40,000 square feet of food and beverage space, and 20,000 square feet of event space. Empire Outlets NYC is currently in construction and expected to open by 2019.

Lighthouse Point
Lighthouse Point is a unique, mixed-use development project at the site of the historic United States Lighthouse Service. It will include 94,000 square feet and 115 units of residential development, a 160+ key hotel, 25,000 square feet of restaurant and food market, and 41,000 square feet of office, including co-working space for local start-up businesses. This project is also in construction and the first phase of the project is anticipated to open by the end of this year.

Urby and the New Stapleton Waterfront
New Stapleton Waterfront is a 36-acre, three-phase mixed-use waterfront development project, situated 5 minutes south of the ferry terminal on the Staten Island Railroad. The first phase of this project, known as “Urby,” includes 900 residential units above 30,000 square feet of retail and a 6-acre waterfront park and esplanade which partially opened last year. Future phases will complete a 2-mile continuous waterfront esplanade to the ferry terminal.

New York Wheel
The proposed New York Wheel would be the largest observation wheel in the world, featuring 36 capsules, each accommodating up to 40 passengers. Each passenger would have a view of Manhattan, the Statue of Liberty, and New York Harbor during the wheel’s 38-minute revolution.

Culture, History, and Entertainment
Downtown Staten Island is home to Staten Island’s minor league baseball team, the Staten Island Yankees. During the baseball season, the stadium hosts 38 games, attracting thousands of sports fans. The space will benefit from the stadium’s capital audience.

Historically, Downtown Staten Island was, among other things, a center for brewing companies. Up until Prohibition, there were at least three major breweries in and around Stapleton, including the Bachmann Brewing Company, The George Bechtel Brewery, and the Atlantic Brewery. In 2013, a new brewery, Flagship Brewery, opened, adding their business to this industrial legacy.
St. George also attracts many visitors for its cultural attractions ranging from the St. George Theater – New York City’s second largest stage theatre – to Snug Harbor Cultural Center and Botanical Garden, a unique 80-acre regional arts center, museum, and public park.

**Downtown Staten Island Revitalization**
The Staten Island Chamber of Commerce received over $1 million in grant funding through the NYC Department of Small Business Services’ Neighborhood 360° program to identify, develop, and launch commercial revitalization projects in Downtown Staten Island. Through initiatives like supplemental sanitation service, holiday lighting, street banners, storefront improvements, and landscaping, the Chamber is working to improve the economic environment, encourage public and private investment, and expand businesses and neighborhood beautification.

![Figure 6: Transportation Map](image-url)
II. The Space

The Space is located adjacent to the Richmond County Bank Ballpark. The Space is owned by the City of New York, acting by and through its Department of Small Business Services. The lease will be administered by NYCEDC.

Construction in 2001, the Space is approximately 7,500 square feet in size and is situated on two levels. The Space can be operated independently of the baseball stadium and can be open outside of the baseball season. The Space accommodates a restaurant and/or brewpub use.

Within the Space, two large openings penetrate the second floor, visually connecting the two levels. The first floor of the Space includes roll-up doorways that open onto a small pedestrian plaza off Richmond Terrace. The baseball stadium’s main entryway and ticketing windows are adjacent to the plaza.

In addition to the Space’s entrance off Richmond Terrace, the Space is accessible from the concourse inside the baseball stadium. On the stadium’s main concourse, there are entrance doors into the first floor of the Space and an elevator that connects the two levels adjacent to the Space. There is one entrance door from inside the stadium to the second floor of the Space.

The interior of the Space has basic utilities installed but has no interior finishes. An HVAC unit is located on the roof. Flexible ducts point through the openings on the second floor into the first floor. However, bathroom facilities are not installed in the Space. A detailed plan of the Space is included in Appendix 8.
Figure 9: Space interior

Figure 10: Space interior

Figure 11: Entry to the Space from the stadium
III. Selection Criteria

NYCEDC will evaluate each proposal according to the criteria listed below. Each Respondent should demonstrate an understanding of NYCEDC’s goals and should respond to each criterion. NYCEDC will select the proposal that it determines to best satisfy the criteria.

Selection criteria:
- Alignment with NYCEDC’s goals;
- Management team’s qualifications and preparedness; and
- Proposed terms and proposed alterations to the Term Sheet.

Proposals that are not complete or do not conform to the requirements of this RFP (specified in Sections IV and V) will not be considered.

1. **Alignment with NYCEDC Goals**

   - Proposed date of lease, commencement date of the lease, and financial return to NYCEDC and the City for the term of the lease;
   - Projected economic development impact, including number of living wage jobs;
   - Willingness to participate in HireNYC, a comprehensive hiring program that supports the community, helps create local job opportunities, and creates employment opportunities for low-income persons, enabling them to participate in New York City’s economic growth. A description of the program is presented in Appendices 2 and 3;
   - Proposed use (which must conform to current zoning regulations); and
   - Type of product/service being provided at the location.

2. **Team’s Qualifications and Preparedness**

   Describe your organization’s experience with developing and/or operating a retail space, to date, if any. If applicable, provide the following information about each previous, relevant project:

   - Address, type and size/configuration per location;
   - Layouts, equipment, and amenities offered;
   - Lease terms;
   - Annual cost of operation, management, and maintenance per location;
   - Related community engagement, planning, market study, and/or marketing efforts; and
   - Any comparable experience with retail projects.

3. **Term Sheet**

   Each Respondent’s comments to and mark-up of the attached Term Sheet, in Appendix 7, and the extent of the Respondent’s proposed changes to the terms, will be considered in the selection process, in addition to other elements of a Respondent’s proposal. Preference will be given to proposals that do not look to NYCEDC for funding for fit-out costs.
IV. Requirements and Approval

The Respondent’s proposal must conform to the following requirements. The Respondent’s understanding of these constraints, and the proposal’s conformance to them, should be included in the proposal’s narrative.

1. Approvals

While retail use is permitted under current zoning regulations, the disposition and other actions associated with development of the Space may be subject to, and may require, certain approvals including, but not limited to, the following:

When City property is being leased by NYCEDC, all City required approvals must also be obtained, e.g., ULURP approvals (Section 197-c of the New York City Charter) and Borough Board and Mayoral approvals under Section 384(b)(4) of the New York City Charter. The transaction may also be subject to review and approval by the NYCEDC Real Estate Committee and the Board of Directors of NYCEDC.

The project will be subject to New York City Public Design Commission (“PDC”) approval.

Depending on Respondents’ proposals, this project may require environmental review under City Environmental Quality Review (“CEQR”) or other regulatory approval processes. To the extent that it is applicable, it is the responsibility of the selected Respondent(s) to conduct environmental due diligence and prepare any necessary documents for project approval.

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

2. Conditions, Terms, and Limitations

The RFP and any transaction resulting from such proposals are subject to the conditions, terms, and limitations set forth in Appendix 5.
V. Submission Requirements

A complete proposal must contain the following elements. Please read all the following before beginning your application, and please use this order and format:

1. **Completed Proposal Checklist**

Respondents must complete and sign the proposal checklist, which is included in Appendix 1.

2. **Respondent and Proposal Description**

   1. **NAME**: Full legal name of the Respondent, the jurisdiction in which it was legally organized, and a description of all its subsidiaries and affiliates, and the name and location(s) of businesses of the Respondent.

   2. **CONTACT INFORMATION**: Name, telephone number, fax number, and email address of the Respondent’s principal(s) who should be contacted on all matters involving this submission.

   3. **ORGANIZATIONAL OVERVIEW**: Description of the Respondent’s organization, including the following, as applicable:
      
      - History, including years of operation;
      - Leadership;
      - Organization size and description of staff; and
      - Any other relevant organizational information.

   4. **PROJECT NARRATIVE**: Description of proposal and use of the Space.

3. **HireNYC**

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 expanded the HireNYC program so that it now consists of two parts: HireNYC: Construction and HireNYC: Permanent.

HireNYC: Construction requires the Respondent to enroll with the HireNYC portal for the City, to report all new and replacement entry to mid-level job opportunities arising from construction activity related to the Lease that are located in the City, and to interview qualified candidates from HireNYC: Construction for those opportunities. Appendix 2 describes the HireNYC: Construction process, including, but not limited to, the program’s reporting obligations. If applicable, the Respondent must participate in HireNYC: Construction from the time that it enters into a construction contract relating to the Project until the end of the Project’s construction activities.

HireNYC: Permanent applies to all projects producing ten (10) or more permanent jobs over the life of the project. Participation in this program requires the Respondent to use good faith efforts to
achieve the hiring and workforce development goals and to comply with program requirements described in Appendix 3.

Respondents projecting the production of ten (10) or more permanent jobs over the life of the project must submit a proposal that includes a HireNYC: Permanent plan (generally a “HireNYC: Permanent Program Plan”) addressing how Respondent will seek to achieve the goals and perform the requirements of NYCEDC’s HireNYC: Permanent. See Appendix 3 for further details.

4. **Statement of Agreement**

Respondents must submit a statement, in the form included in Appendix 4, signed by an authorized principal or officer of the Respondent that states that the Respondent has read this RFP and the attachments fully and agrees to the terms and conditions set forth in Appendix 5.

5. **NYCEDC Background Investigation Form**

Respondents must complete and submit an original signed and notarized NYCEDC Background Investigation Report for the Procurement and Sourcing Solutions Portal (PASSPort) which can be downloaded here: [http://www.nycedc.com/resources/vendor-resources](http://www.nycedc.com/resources/vendor-resources).

6. **Local Law 34 – Doing Business Data Form**

Pursuant to Local Law 34 (“LL34”), amending the City’s Campaign Finance Law, the City is required to establish a computerized database containing the names of any “person” that has “business dealings with the city” as such terms are defined in LL34. In order for the City to obtain necessary information to establish the required database, each Respondent must complete a Doing Business Data Form and return it with the Proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions. Respondents are encouraged to consult legal counsel with respect to the impact of LL34. Respondents may also wish to review the document “Questions and Answers about the Doing Business Data Form” (available for download at www.nycedc.com/DBAP). Note that responding to this RFP constitutes “doing business with the city” under LL34. The Doing Business Data Form can be downloaded here: [http://www.nycedc.com/Spaces/default/files/filemanager/Resources/Vendor_Resources/Doing_Business/Doing_Business_Form.pdf](http://www.nycedc.com/Spaces/default/files/filemanager/Resources/Vendor_Resources/Doing_Business/Doing_Business_Form.pdf).

7. **Comments on the Summary of Lease Terms**

The Respondent(s) chosen through this RFP process (the “Selected Respondent(s)”) will enter into a Lease with NYCEDC. The Term Sheet provided in Appendix 7 contains basic lease terms. It is anticipated that the Lease will include, but not be limited to, the substance of the Term Sheet that is attached to this RFP, as such Term Sheet may be modified by agreement of NYCEDC and the Selected Respondent(s). Each Respondent is required to review the Term Sheet and if the Respondent finds any objections to the terms, conditions, requirements, obligations, representations, or other aspects of the Term Sheet, then the Respondent must raise any and all such objections in its proposal as comments on the Term Sheet. In the event that the Respondent has any comments on, questions about, and/or requests any changes to any of the terms, conditions, requirements, obligations, representations, or other aspects of the Term Sheet, the Respondent
must set forth all of those comments, questions and/or requested changes on a Marked Copy of the Term Sheet (a “Marked Copy” is a copy of the document that Respondent has modified by cross outs, additions, highlighting, footnoting and/or blacklining to reflect any and all of the Respondent’s comments, questions, and requested changes, if any) and submit said Marked Copy showing all of the Respondent’s comments, questions, and/or requested changes as part of its Proposal. Respondents shall include all information to complete those items indicated with brackets in the Term Sheet. NYCEDC reserves the right to modify the Term Sheet prior to negotiation of the Lease.

8. **Supplemental Materials and Information**

   NYCEDC reserves the right to request additional information, interviews, or presentations.
VI. Submission Process

1. **Response Submission**

Proposals can be submitted electronically as a single PDF document to the following email address: RetailStatenIsland@edc.nyc

Proposal can also be submitted in a sealed envelope identified by “Staten Island Leasing Opportunity” 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 Mail Room  
New York, New York 10038  
Attn: Maryann Catalano, Chief Contracting Officer

Respondents should submit their proposals by **Friday October 5, 2018, 4:00 pm**.

NYCEDC may, at its sole and absolute discretion, elect to commence negotiations with one or more respondents at any time as part of the proposal review process.

NYCEDC reserves the right, in its sole discretion, to withdraw or modify this RFP and to reject any proposal as being non-responsive, if it is in the best interest of the City or NYCEDC to do so *(please also see Appendix 5 - Conditions, Terms, and Limitations)*.

2. **Inquiries**

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

Questions emailed to RetailStatenIsland@edc.nyc will be accepted until **5:00 pm on Friday September 14, 2018**. Answers will be posted on a rolling basis at https://www.nycedc.com/opportunities/leasing-opportunities.

Answers to questions will be posted no later than **Friday September 21, 2018**.

**RFP Information Session and Site Tour**

An information session and site tour will be held on the following date:

Information Session and Site Tour: **Thursday August 23, 2018 at 9:30 am**

The specific location and directions to the information session will be emailed to those who RSVP for the session.

NYCEDC strongly recommends that interested respondents attend the information session, as this will be the only opportunity to ask questions and receive answers in-person regarding the RFP. Please RSVP to RetailStatenIsland@edc.nyc by **Friday August 17, 2018 at 5:00pm** for the information session.
People with disabilities requiring special accommodations to pick up the RFP or to attend the information session should contact RetailStatenIsland@edc.nyc.

3. **RFP Addenda**

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.

**IX. RFP Timeline**

- **Release of RFP**.................. Monday July 23, 2018
- **Site Tour and Information Session RSVP Deadline**........ Friday August 17, 2018
- **Site Tour and Information Session**.................. Thursday August 23, 2018
- **Question Submission Deadline**.................. Friday September 14, 2018
- **Answer Responses Posted**.................. Friday September 21, 2018
- **RFP Response Submission Deadline**.................. Friday October 5, 2018
Appendices
APPENDIX 1: PROPOSAL CHECKLIST

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

Proposal Checklist:

☐ Tab 1: Proposal Checklist
☐ Tab 2: One-Page Project Summary
☐ Tab 3: Payment Proposal
☐ Tab 4: Respondent Description
☐ Tab 5: HireNYC Development Program
☐ Tab 7: Statement of Agreement
☐ Tab 8: Internal Background Investigation Questionnaire
☐ Tab 9: Standard Doing Business Data Form (Local Law 34)
☐ Tab 10: Marked Copy of Term Sheet
☐ Tab 11: Sample Certificate of Insurance

Signature________________________________________
Date________________________________________
HireNYC: Construction applies to all contracts related to Construction Activities (as defined below) for goods, services, and construction with a value of $1,000,000 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 Space; (ii) as a prerequisite to improve, alter, build, or demolish real estate at the Space; or (iii) to facilitate, monitor or supervise the improvement, alteration, building or demolition of real estate at the Space.

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

HireNYC: Construction will apply to the Respondent and its successors and assigns and will be incorporated into the Lease. Consistent with these obligations, the Respondent will also incorporate the requirements of HireNYC: Construction into all contracts related to Construction Activities for goods, services and construction with a value of $1,000,000 or more between the Respondent and any contractor and will require its contractors to include the requirements in their subcontracts with a value of $1,000,000 or more.

The Respondent will participate in HireNYC: Construction 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 Respondents will transition into HireNYC: Permanent, applicable to permanent positions.

I. HireNYC: Construction Requirements.

Enrollment. The Respondent must enroll in the program through the HireNYC portal (http://www.nyc.gov/html/sbs/wf1/html/contact/targeted_hiring.shtml) within 20 business days of full execution of the Lease. The Respondent 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 that are located in the City, and, if so, the approximate start date of the first hire. For the purposes of HireNYC: Construction “entry to mid-level job opportunities” are employment opportunities that require, as determined by the New York State Department of Labor,¹ any of the following minimum levels of education: less than a high school diploma, a high school diploma or equivalent, postsecondary non-degree award, some college, no degree or an associate degree.

a. **Job Recruitment Requirements.**
   i. The Respondent must update the HireNYC portal with:
      - all new and replacement entry to mid-level job opportunities arising from Construction Activities related to the Lease 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 Respondent’s representative charged with overseeing hiring.

   ii. The Respondent 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 Respondent 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 Respondent 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 Respondent must exclusively consider and only hire candidates provided by the Department of Small Business Services (“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 Respondent for exclusive consideration.

   iii. At the request of DSBS, the Respondent will also be required to provide information on the Respondent’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 Respondent’s employment requirements and refer applicants whom DSBS believes are qualified to the Respondent for interviews. The Respondent must interview referred applicants whom it believes are qualified for the available position.

   v. After completing an interview of a candidate referred through HireNYC: Construction, the Respondent must provide feedback through the portal within 20 business days to indicate whether the candidate was hired. If a candidate is not interviewed, the Respondent must provide information on why such candidate was not qualified for consideration within 20 business days of the candidate’s referral. In addition, the Respondent must provide the start date of and compensation for 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 Respondent 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 Respondent shall not be required to report such openings through the HireNYC portal. However, the Respondent 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.

b. **Reporting Requirements.** In the event the Respondent does not have any job openings covered by HireNYC: Construction in any given year, the Respondent 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 and each anniversary date, until the end of the project’s Construction Activities.

II. **Construction Requirements.**
   a. The Respondent’s construction contractors or consultants must comply with HireNYC: Construction 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 Respondent’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.

III. **Breach and Liquidated Damages.**
   a. If the Respondent or its contractors or their subcontractors fail to comply with the terms of HireNYC: Construction (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 HireNYC: Construction, NYCEDC may assess liquidated damages in the amount of $500 per breach.

   b. The failure of the Respondent 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 Respondent 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 (and liquidated damages may apply). Regardless as to the number of candidates that a Respondent 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.

In the event the Respondent or its contractors or their subcontractors breaches the requirements of HireNYC: Construction during the term of the Lease, NYCEDC may hold the Respondent in default.
APPENDIX 3: HIRENYC: PERMANENT

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 HireNYC: Permanent 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 requirements for permanent positions.

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 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 (such plan, “Respondent’s HireNYC Permanent Program”). Please see the HireNYC: Permanent Program Plan Template at the end of this Appendix 3 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 Respondent’s 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/ceo_poverty_measure_2005_2013.pdf).

Respondent’s HireNYC Permanent Program Plan 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 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 quarterly HireNYC Employment Reports in the form provided by 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 Respondent’s 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 Respondent’s HireNYC Permanent Program.

All hiring and workforce development goals and Program requirements, as set forth below and further described on the previous pages of HireNYC: Permanent Appendix 3, must be set forth in full in each Respondent’s HireNYC Permanent Program Plan.

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 HireNYC: Permanent Appendix 3, 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 requirements as outlined in HireNYC: Permanent Appendix 3, 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 HireNYC: Permanent Appendix 3, section IV General Requirements.

3. Program Implementation
   a. Discuss how you intend to work with tenants and subtenants at the project location to implement Respondent’s 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 Respondent’s 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 Respondent’s HireNYC Permanent Program. Please see, for example, the items set forth in HireNYC: Permanent Appendix 3, 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 4: STATEMENT OF AGREEMENT

SAMPLE
(On company letterhead)
Date:
New York City Economic Development Corporation
110 William Street, 4th Floor
New York, NY 10038

Attn: Maryann Catalano, Chief Contracting Officer

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 5: CONDITIONS, TERMS, AND LIMITATIONS

NYCEDC is issuing this RFP. 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:

A. All interests in any property to be conveyed in connection with this RFP, if any, shall be disposed of in “as is” condition and be conveyed subject to all applicable title matters.

B. 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 physical condition of the Space, the status of title thereto, its suitability for any specific use, the absence of hazardous waste, or any other matter. All due diligence is the responsibility of the Respondent and Respondents are urged to satisfy themselves with respect to the physical condition of the Space, the information contained herein, and all limitations or other arrangements affecting the Space. Neither NYCEDC nor the City will be responsible for any injury or damage arising out of or occurring during any visit to the Space.

C. 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.

D. A Respondent submitting a response to this RFP may be rejected if it or, if the Respondent is a business entity, any of its affiliates, principal shareholders, principals, partners, members, consultants, subcontractors, agents, officers, directors or employees is determined, in 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, including, without limitation, if such Respondent (or any of its affiliates, principal shareholders, principals, partners, members, consultants, subcontractors, agents, officers, directors or employees) (i) is in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with NYCEDC or the City, unless such default or breach has been waived in writing by NYCEDC or the City, as the case may be; (ii) has been convicted of a misdemeanor or found in violation of any administrative, statutory, or regulatory provision in the past five (5) years; (iii) has been convicted of a felony, and/or any crime related to truthfulness and/or business conduct in the past ten (10) years; (iv) has any felony, misdemeanor and/or administrative charges currently pending; (v) has received written notice of default in the payment to the City of any taxes, sewer rents, or water charges, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; or (vi) has owned at any time in the preceding three (3) years any property which, while in the ownership of such party, was acquired by the City by in rem tax foreclosure, other than a property in which the City has released or is in the process of releasing its interest to such party pursuant to the Administrative Code of the City.

Respondent and all officers and principals thereof must 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 NYCEDC’s sole discretion in the event any derogatory information is revealed by such investigation.

E. Neither NYCEDC nor the City is 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.

F. NYCEDC invites 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 compensations exclusively by the Respondent. Individuals in representative, agency or consultant status may submit responses only that the direction of identified principals, where the principals are solely responsible for paying for such services. It shall be a condition to the selection of any Respondent that such Respondent agrees to pay any commission or other compensation due to any broker in connection with the occupancy of any portion of the Space, and to indemnify and hold harmless NYCEDC and the City from any obligation, 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 a Respondent’s occupancy of any portion of the Space.

G. NYCEDC shall be the sole judge of each response’s conformance with the requirements of this RFP and of the merits of the individual responses. NYCEDC reserves the right to waive any conditions or modify any provision of this RFP with respect to one or more Respondents, to negotiate with one or more of the Respondents with respect to any portion of the Space, to require supplemental statements and information from any Respondent(s), to establish additional terms and conditions, to encourage applicants to work together, or to reject any or all responses, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all responses are rejected, this RFP may be withdrawn, and the Space may be retained, and an RFP may be issued under the same or different terms and conditions, or all or any part of the Space may be disposed of by another method, such as by auction or negotiated disposition. In all cases, NYCEDC shall be the sole judge of the acceptability of all such responses and/or proposals. NYCEDC will enforce the submission deadline stated in the RFP. The timing of the conditional selection may differ depending upon the degree to which further information on individual responses must be obtained or due to other factors that NYCEDC may consider pertinent. All responses become the property of NYCEDC.

H. In the event NYCEDC shall opt to select and conditionally designate a Respondent on the basis of the responses to this RFP, NYCEDC reserves the right, in connection with such designation and selection process, to conduct Space visits and/or interviews and/or to request that Respondents to this RFP make such presentations and/or demonstrations as NYCEDC deems applicable and appropriate. Although discussions may be conducted with Respondents submitting acceptable responses to this RFP, NYCEDC reserves the right to select one or more Respondents on the basis of initial responses received pursuant to this RFP, without discussions; therefore, each Respondent’s initial response should contain its best programmatic, technical and price terms. Prices proposed by a Respondent shall be irrevocable until contract award, if any, unless the Respondent’s response is withdrawn. This shall not limit the discretion of NYCEDC to request Respondents to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. All terms in this RFP related to the permitted use of the Space shall be as defined in the Lease, the New York City Zoning Resolution and any applicable Urban Renewal Plan. Where any conflict arises in such terms, the most restrictive shall prevail.
J. Any transaction arising from this RFP, if any, will be structured as a “net” deal to the City, with the Selected Respondent(s) being responsible for all fees relating to the occupancy of a portion of the Space and all costs incurred by NYCEDC including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.

K. NYCEDC is dedicated to furthering the participation of minority and women-owned businesses in its work. All Respondents are urged to include in their responses methods for facilitating the participation of businesses that have been certified by DSBS as being women-owned or minority-owned into such Respondents’ respective business. Businesses that have been certified as being women- or minority-owned by the Port Authority of New York and New Jersey may be eligible to receive expedited certification from DSBS after completing the DSBS “Expedited Certification Affidavit”, which may be obtained by calling DSBS at (212) 513-6311.

L. All responses and other materials submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in FOIL. The entity submitting any response to this RFP 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.

M. In furtherance of NYCEDC’s mission of economic development, the disposition of any portion of the Space will be subject to NYCEDC’s standard provisions for similar transactions. The instruments conveying any property interest or right to occupy any portion of the Space shall contain development obligations consistent with the proposals of the Selected Respondent(s), as well as restrictions on use and transfer of the affected property.

N. The Selected Respondent(s) will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the Space on an annual basis during its/their occupancy of the Space. The Selected Respondent(s) agree to consider in good faith any proposals made by the City or City-related entities with regard to jobs such Selected Respondent(s) is/are seeking to fill and to provide the City with the opportunity to make job referrals and create a training program for City residents.

O. Upon submission of a response to this RFP, Respondents, and their representatives and agents, shall treat their proposals and all information 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 any other Respondents or any other person, firm or entity, including press or other media, without NYCEDC’s prior written approval. Respondents shall refer all press and other inquiries concerning the RFP and the Confidential Information, without further comment, to NYCEDC.

P. 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.
Q. All determinations as to the completeness or compliance of any proposal, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of NYCEDC and the City.

R. The City and NYCEDC may, at its discretion, contribute funds to development projects and/or permit the Selected Respondent(s) to apply for discretionary tax abatements in order to further project goals or effectuate policy goals regardless of the requirements of the Respondent’s proposal.
APPENDIX 6: INSURANCE REQUIREMENTS

Insurance Requirements

[Below requirements are a summary only and the full language will be inserted into the Lease.]

Lessee shall secure and maintain, and cause and its vendors and/or contractors to secure and maintain, during the term of the Lease in full force and effect, the following insurance:

Commercial General Liability
- $1,000,000 per occurrence/$2,000,000 aggregate on a per location basis (or a per project basis for contractors during construction/renovations) providing coverage from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Lease covering the entire use of the Space
- Coverage must include Liquor Liability if Lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages and Products Liability covering food-borne illness or allergy both on and off Premises
- Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, with no modifications to the contractual liability/employer’s liability provisions and no exclusions for New York Labor Law and including completed operations coverage for 6 years after construction/renovations and shall be "occurrence" based rather than "claims-made."
- NYCEDC and City of New York added as additional insured via CG 20 11 and CG 20 26 (or their equivalents) for operations at the Space, and CG 20 10 and CG 20 37 (or their equivalents) for construction/renovation, on a primary and non-contributory basis with waiver of subrogation against both parties

Workers’ Compensation, Employer’s Liability, and New York State Disability
- Statutory covering all persons required by law in the State of New York
- Waiver of Subrogation against NYCEDC and City of New York

Auto Liability
- $1,000,000 combined single limit covering all vehicles including loading and unloading at the Space
- CA9948 – Pollution liability broadened coverage and MCS90 (if applicable)
- NYCEDC and City of New York added as additional insured on a primary and non-contributory basis with waiver of subrogation against both parties

Property
- “Special” perils policy form providing Replacement Cost valuation and covering the entire Space during and after construction (including Spoilage and Boiler & Machinery) including causes of loss from Terrorism, Flood, Earthquake, Water, Windstorm
- NYCEDC and City of New York added as loss payee on a primary and non-contributory basis with waiver of subrogation against both parties and as additional insured for rental income
- NFIP Flood Insurance if eligible for maximum limits available
- Business Interruption in the amount of 2 years of Base Rent on a broadest form available
- Builder’s Risk to include soft costs, delay in completion, testing, equipment, machinery breakdown, indoor/outdoor installed fixtures and structures, materials and supplies (If applicable)

Umbrella
- Follow form of above liability coverages
- $10,000,000 per occurrence and aggregate
- NYCEDC and City of New York added as additional insured on a primary and non-contributory with vertical rather than horizontal exhaustion basis with waiver of subrogation against both parties

All Policies
- AM Best Rating A-/VII
- 30 Days notice of cancellation to NYCEDC
- No self-insurance and self-insured retention unless approved by the City
APPENDIX 7: TERM SHEET

Term Sheet

Terms of Lease between ________ and
The City of New York, acting by and through its Department of Small Business Services
for
Retail Space at 75 Richmond Terrace
Borough of Staten Island, City and State of New York

This non-binding term sheet (the “Term Sheet”) is intended as a basis of further discussions regarding the terms of a lease (the “Lease”). (Landlord, Tenant, and Lease Administrator, as defined below, are individually referred to herein as a “Party”, and collectively as the “Parties”.)

The terms set forth in this Term Sheet express the Parties’ mutual understandings in principle with respect to certain terms of the Lease. This Term Sheet does not include all terms and conditions for the Lease and the terms and conditions included in this Term Sheet are subject to change. The terms of the Lease are subject to written consent by Landlord.

I. Lease Terms. It is anticipated that the Lease, subject to all applicable approvals and conditions, will include, without limitation, the following terms:

1. Landlord (Name and Address): The City of New York, acting by and through its Department of Small Business Services [Address]

2. Lease Administrator (Name and Address): New York City Economic Development Corporation
110 William Street
New York, New York 10038
Attention: Senior Vice President, Asset Management
Facsimile No. 212-312-3919

3. Tenant (Name and Address): [INSERT]

4. Premises: Retail Space at 75 Richmond Terrace.

5. Term: 10 years.


Security for Tenant’s Work: [INSERT] to be released upon completion of Tenant’s Work.

8. Permitted Use: Retail including the following [INSERT].

9. Trade Name: [INSERT] or such other trade name approved by Landlord or Lease Administrator, such approval not to be unreasonably withheld or delayed.

10. Operating Hours: [INSERT] (Monday through Sunday), provided that Tenant shall be permitted to close as a result of casualty, condemnation, force majeure, or for periodic alterations (such alterations being subject to Landlord’s and Lease Administrator’s approval as provided under this Lease) without violating such hour requirements.

11. Minimum Liability Insurance Amount: [INSERT]

See Appendix 6 for required insurance.

12. Required Opening Date: The date which is 3 months following the Commencement Date of the Lease.

13. Tenant’s Work: Tenant shall be responsible for completing all construction work and securing all permits and approvals necessary to conduct its operations at the Premises.

All Tenant’s Work shall be performed in accordance with New York City Building Code standards.

Fire Alarm:
Tenant shall provide design and installation to tie Tenant’s fire alarm into the base building.
system in accordance with NYCEDC’s design guidelines.

Grease Trap:
Tenant must install his/her own grease trap for all drains.

14. Utilities: Tenant is solely responsible procuring all other utilities required for the operations of its business at the Premises.

15. Tenant Improvements: Tenant may install such tenant improvements, fixtures, and finishes (each an “Installation” and collectively, the “Installations”) in the Premises as Tenant deems necessary or desirable which do not affect the structural integrity of the Premises. Each installation, the removal of which will either cause damage to the Premises, the appurtenances thereto or any other portion of the Richmond Ballpark or will render the item so removed inoperable or without significant value are subject to Landlord’s prior approval, which will not be unreasonably withheld or delayed.

At Landlord’s option, Tenant shall be required to remove (in whole or in part) all of the Installations, when it vacates the Premises, and restore the Premises to its original condition.

16. Tenant Maintenance Obligations: Tenant shall make all interior, non-structural repairs to the Premises, whether ordinary or extraordinary, as and when needed to preserve the Premises and the Richmond Ballpark equipment, systems and fixtures and Tenant’s property therein in good working order and condition. Tenant shall be responsible for providing the following maintenance services for its Premises: cleaning, trash removal from the Premises. If Landlord elects to furnish such services to the Premises, Tenant shall pay, as Additional Rent, Tenant’s pro rata share of Landlord’s cost.
NYCEDC reserves the right to make periodic inspections of the Premises at reasonable times and frequencies, and without unduly interfering with Tenant's use of the Premises to ensure that it is maintained in good condition. NYCEDC also reserve the right to make emergency repairs; the cost of any such repairs.

II. **Subject to Approvals.** The proposed Lease is subject to all applicable NYCEDC corporate, governmental and any other public approvals.

III. **Assignment.** Tenant shall not have the right to assign any right, title and interest it may have in this term sheet, without NYCEDC’s prior written approval. Any assignment of this term sheet by Tenant, without NYCEDC’s prior written approval, shall render this term sheet null and void.

IV. **No Binding Effect.** It is hereby agreed that this term sheet does not create or give rise to any contractual or other legally enforceable rights, obligations or liabilities of any kind on the part of either Party; it being the intent of the Parties that only a subsequently formalized Lease, if executed and delivered, shall obligate either Party on the matters set forth herein. The Parties nevertheless commit to proceed in good faith efforts to expeditiously negotiate the Lease, consistent with the terms and conditions set forth herein. If no Lease is executed by [INSERT] 2018, the Parties shall have no further obligation whatsoever with regard to the subject matter of this term sheet.

V. **Confidentiality.** Unless required by law, no public announcement regarding the contents of this term sheet or any information related to this term sheet or the Lease contemplated herein shall be made except by NYCEDC or the City of New York.

VI. **Miscellaneous.** No covenant, agreement, term or condition of this term sheet shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by each of the Parties hereto.

This term sheet may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. All provisions of this term sheet shall be construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.

[Signature Page Follows]
IN WITNESS WHEREOF, this term sheet is executed and agreed to as of the day and date first written above.

LEASE ADMINISTRATOR

New York City Economic Development Corporation

By: __________________
Title: _________________

TENANT

____________________
By: __________________
Title: _________________
APPENDIX 8: SPACE FLOOR PLANS

First Floor
Second Floor

River Terrace

Wall Street