HELLO'S KITCHEN AT TENTH

RELEASE DATE | WEDNESDAY, JANUARY 27, 2016
INFORMATION SESSION & SITE VISIT | WEDNESDAY, FEBRUARY 24, 2016
Q&A SUBMISSION DEADLINE | FRIDAY, MARCH 11, 2016
Q&A RESPONSE POSTING | FRIDAY, APRIL 1, 2016
SUBMISSION DEADLINE | MONDAY, MAY 2, 2016
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EXECUTIVE SUMMARY

New York City Economic Development Corporation and Covenant House, in coordination with HPD, seek proposals from qualified developers for the unique opportunity to redevelop the majority of a Manhattan block with approximately 780,000 ZSF of development rights located in Hell’s Kitchen, between 40th and 41st Street and Tenth and Dyer Avenue. Through this initiative, the Developer will construct a mixed-use development that addresses the City’s goal of creating economically diverse neighborhoods, supports CH’s operations through construction of a new, state-of-the-art facility, and introduces a pedestrian friendly streetscape that reconnects the block to the surrounding urban fabric.

ALL CAPITALIZED TERMS ARE DEFINED IN APPENDIX A - DEFINITIONS

The two parcels that are available for development are Manhattan Block 1050, Lots 1 and 61, and Block 1050, Lot 6.

Proposals should contemplate the following elements:

(i) A mixed-use, mixed-income project to be developed, owned, and operated by the Developer;
(ii) A free-standing New CH Facility to be developed by the Developer and to be owned and operated by CH; and
(iii) Easements for a future MTA No. 7 line subway station entrance, vent plant, and related infrastructure.

The ZLDA will allocate to the Developer Project Site approximately 630,000 ZSF of development rights for the construction of the Developer Project. Separately, 150,000 ZSF will be allocated to CH for the construction of the New CH Facility on the New CH Site. In order to ensure continuity of operations for CH, the New CH Facility must be built first, and CH operations must be relocated prior to commencement of construction of the Developer Project.

Of the total development rights to be allocated to the Developer Project Site, CH will contribute approximately 344,000 ZSF and City will contribute approximately 286,000 ZSF as further described in the Development Program section of the RFP. Consideration for the Covenant House contribution will be in the form of a cash purchase price that reflects fair market value of CH ZSF and the Western Parcel land. A portion of Covenant House’s proceeds shall be used to fund the construction of the New CH Facility, which the Developer will develop for a fee. Consideration for the City’s contribution should be presented as a detailed affordable housing proposal. The entirety of the City’s value will be used to maximize affordability, thus resulting in a nominal purchase price to the City.

PROJECT GOALS

A competitive response to this RFP must describe a detailed proposal to accomplish the following goals:

• Generate a cash purchase price for CH that reflects fair market value of CH ZSF and Western Parcel land;
  o Proceeds to be used in part to finance and construct a state-of-the-art New CH Facility;
• Create a mixed-use, mixed-income development that includes:
  o Affordable (NS) Housing;
  o 75 to 100 units of Supportive Housing using HPD’s Supportive Housing Loan Program; and
  o Educational community facility and commercial uses that respond to the needs of the community and provide services or neighborhood amenities;
- Accommodate a potential future station for the MTA No. 7 subway line through the provision of easements;
- Implement a site plan and building designs that encourage active street life, thriving retail, and creative integration of the Project into the local context; and
- Deliver a comprehensive hiring and wage program that supports communities, helps create job opportunities, and creates employment opportunities for low-income persons, enabling them to participate in New York City's economic growth.

Respondent’s Proposals are due on the Submission Date, Monday, May 2, 2016.

The site configuration depicted in the second aerial view reflects the CH Preferred Site Plan. Respondents may submit alternative site plan configurations.
SITE CONTEXT & DESCRIPTION

SITE DESCRIPTION/HISTORY

EASTERN PARCEL
The Eastern Parcel is located mid-block between Tenth Avenue and Dyer Avenue with frontage along West 40th and West 41st Street. The parcel is improved with a vacant building. It is comprised of Manhattan Block 1050, Lot 6 offering a 28,966 square foot lot area.

The parcel is currently owned by the Dormitory Authority of the State of New York ("DASNY") and maintained by Hunter College. Pursuant to Education Law §6219, once any outstanding DASNY indebtedness has been satisfied, and the property is no longer being utilized for senior college purposes, title shall revert from the State of New York to the City. This RFP has been issued in advance of reversion to the City. Discussions regarding the timing of reversion are ongoing.

The building located on the Eastern Parcel is a six-story, 169,000 square foot building originally constructed in 1957 for use as an industrial warehouse. The property’s architecture is in International Style with horizontal rows of steel ribbon windows with light blue glazed brick spandrel panels. In 1979, New York City Community College took occupancy, and it was modified to suit the needs of Voorhees Technical Institute (now part of NYC Technical College). From 1995 until recently, the building was used by the Hunter College MFA program as offices and art studios.

WESTERN PARCEL
The Western Parcel is located on the east side of Tenth Avenue between West 40th and 41st Street. It is comprised of two tax lots, Manhattan Block 1050, Lots 1 and 61, offering an aggregate lot area of 28,627 square feet and 197.5 linear feet of Tenth Avenue frontage.

Currently owned and occupied by Covenant House, the Western Parcel is improved with three buildings (Buildings A, B, and C) comprised of 131,000 gross square feet of floor area broken down as follows:

- Building A is an eight-story, 90,000 square foot building that fronts Tenth Avenue. Originally built in 1961 as a hotel, the building was converted by Covenant House in 1984 to serve as its main residential and administrative facility.
- Building B is a four-story, 12,000 square foot building that fronts 40th Street. Originally built as a branch of the New York Public Library in the early 1900s, the building has been significantly altered by Covenant House to serve as the organization’s gymnasium, chapel, and legal services center. Portions of building B are SHPO eligible.
- Building C is a five-story, 29,000 square foot building that fronts 41st Street. The building currently serves as Covenant House’s cafeteria, health clinic, classrooms, and administrative offices.

ADJACENT PARCELS
The Project Site is adjacent to several tax lots that are currently not included as part of the Project. These tax lots are all located on Manhattan Block 1050 and are identified as follows:

- Lot 13 is located to the east of the Eastern Parcel and is owned by the Port Authority of New York and New Jersey. This large lot contains a portion of Dyer Avenue running from 40th Street and 41st Street and extends to Ninth Avenue to accommodate the bus ramps for the Port Authority Bus Terminal. The portion of this parcel located west of Dyer Avenue has a lot area of 9,875 square feet and is partially encumbered with a ramp and is used by Port Authority for surface bus parking.
- Lot 49 is located to the east of the Eastern Parcel at the corner of 41st Street and Dyer Avenue. This parcel has a lot area of 9,875 square feet and is currently improved with a 13-story, 110-unit residential building known as Metro Apartments.
- Lot 158 is located between the Eastern Parcel and Western Parcel with 16.7 linear feet of frontage along 41st Street. This parcel has a lot area of 1,645 square feet and is currently improved with a two-story commercial building.

Respondents should refer to the “Development Rights Available for the Project” section for instructions relating to the Adjacent Parcels.
COVENANT HOUSE

For more than 40 years, Covenant House has been the leading resource for homeless youth, providing not just a warm and safe place to sleep but also the tools and opportunities to work towards a stable and successful life. Every day, thousands of homeless youth between the ages of 17 and 21 (including many moms and their babies) come to Covenant Houses, located across North and Latin America, and find a safe place to sleep and access to a comprehensive continuum of services including healthcare, employment training, educational programs, behavioral health treatment, life skills programs, legal services, long-range transitional and permanent housing opportunities, and more.

Today, Covenant House has grown to be the largest privately-funded agency for homeless youth in the Americas, thanks to its strong leadership and singular focus on helping young people thrive, not just survive. At the heart of the CH mission lie five basic principles that form the pillars of its practice model:

**Immediacy**
- Covenant House provides kids with their most basic needs: food and shelter.

**Sanctuary**
- Covenant House offers kids safety and protection from the streets. For many, it is a sanctuary from vicious cycles of human trafficking, domestic violence, and other forms of abuse and rejection.

**Value Communication**
- Covenant House fosters caring, trusting relationships and emphasizes respect, responsibility, and honesty among residents.

**Structure**
- Covenant House establishes consistency and a set schedule for residents, creating stability and predictability for kids who have had little permanence.

**Choice**
- Covenant House instills self-confidence, promotes positive decision-making, and helps kids take control of their lives and their futures.

Over the years, New York City’s Covenant House has successfully utilized several makeshift facilities for its housing and programs. While the organization has made the best possible use of these facilities, it has nonetheless become evident that a purpose-built facility is essential to helping Covenant House continue to grow, adapt to new challenges, and provide the best services possible to young people. In 2015, Covenant House’s leadership embarked on a bold strategic plan that outlines the organization’s growth with a focus on serving more kids, expanding and deepening its services and advocating for the rights of homeless and trafficked youth. The proposed state-of-the-art facility will provide the necessary infrastructure for both Covenant House New York and Covenant House International to meet their growth projections and continue to move young people from homelessness to hope and beyond.
ZONING & LAND USE OVERVIEW

The Western Parcel is currently zoned C2-8 within Subarea D1 of the Hudson Yards Special District, which was established to foster a mix of uses and densities and encourage new housing on Manhattan’s Far West Side. This zoning district allows for a base FAR of 6.5 for residential use, and permits a maximum FAR of 15.0 by utilizing special floor area increases as follows: (a) an additional FAR of 5.5 for residential and non-residential uses can be achieved through the District Improvement Bonus by making a contribution to the District Improvement Fund pursuant to §93-30 of the NYC Zoning Resolution; and (b) an additional FAR of 3.0 for residential uses can be achieved through the Inclusionary Housing Bonus pursuant to §93-23 and §74-79 of the NYCZR.

The Eastern Parcel is primarily zoned C6-3 within Subarea D3 of the Hudson Yards Special District, with a small portion of the parcel, approximately 987 SF, located within Subarea D1 described above. Subarea D3 permits a base FAR of 7.5 for residential use and permits a maximum FAR of 12.0 by utilizing an additional FAR of 4.5 for non-residential uses through the DIB. The Special District also establishes requirements for height and setbacks, ground floor retail, and tower lot coverage for development on Tenth Avenue.

There are a variety of land uses near the Project Site. The Port Authority Bus Terminal and Lincoln Tunnel access points are major transportation and utility land uses which dominate much of the land east, south, and south west of the Project Site. The mixed-use and multi-family residential uses are the most significant land uses, after transportation uses, within ¼ mile of the Project Site. Approximately seven residential and commercial buildings are located north of the Project Site, each one over 40 floors in height. Scattered throughout the area within ¼ mile of the Project Site are industrial and manufacturing uses, parking lots and garages, and vacant land.

It is anticipated that the Developer would seek land use approvals that would increase the maximum residential floor area currently permitted on the Eastern Parcel and allow for the transfer of floor area from C6-3 to the C2-8 zoning district in order to facilitate the development of the Project as outlined in the Development Program. Respondents should identify the land use actions, including any zoning text amendments, rezonings, and zoning special permits or authorizations that would be necessary to facilitate the proposed Project, being mindful of the surrounding zoning and land use context (see “Disposition Process” below for more detail on the ULURP and certain additional necessary actions associated with rezoning.)

Respondents should note that the relevant zoning information contained herein is intended for informational purposes only, and should not be relied on or construed as official zoning data or analysis or as representations concerning the application of the NYCZR to the Project. In the planning and development of any Proposals for the Project Site, Respondents should consult the NYCZR and make their own determinations of what actions may be necessary in order to achieve the Project Goals. 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.
DEVELOPMENT PROGRAM

NYCEDC and CH seek Proposals that meet community objectives and enhance the diversity and quality of life in City neighborhoods. The Developer Project must include a mixed-use development, using the City ZSF to maximize Affordable (NS) Housing and create Supportive Housing. Proposals must also provide for a free-standing New CH facility and MTA Easements to accommodate a future No. 7 subway station entrance. Respondents are encouraged to review Manhattan Community Board 4’s recommendations for this Project Site, which are contained in a letter in the Site File.

DEVELOPMENT RIGHTS AVAILABLE FOR THE PROJECT

The following chart shows the development rights available for the Project. The ZSF numbers are broken down by use and assume the full realization and utilization of DIB ZSF and IHB ZSF as outlined in the Zoning & Land Use Overview section.

<table>
<thead>
<tr>
<th>USE OF ZSF</th>
<th>WESTERN PARCEL ZSF</th>
<th>EASTERN PARCEL ZSF</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Project</td>
<td>343,523</td>
<td>286,438</td>
<td>629,961</td>
</tr>
<tr>
<td>New CH Facility</td>
<td>85,881</td>
<td>64,119</td>
<td>150,000</td>
</tr>
<tr>
<td>TOTAL PROJECT</td>
<td>429,404</td>
<td>350,557</td>
<td>779,961</td>
</tr>
</tbody>
</table>

The ZSF Chart below clarifies the amount of development rights that would be available to the Developer for building the Developer Project through base floor area, the DIB, and the IHB. The New CH Facility will be built using base floor area only.

<table>
<thead>
<tr>
<th>DEVELOPER PROJECT ZSF BREAKDOWN</th>
<th>CH ZSF</th>
<th>CITY ZSF</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Floor Area</td>
<td>36,075</td>
<td>216,261</td>
<td>252,336</td>
</tr>
<tr>
<td>Inclusionary Housing Bonus</td>
<td>85,881</td>
<td>2,961</td>
<td>88,842</td>
</tr>
<tr>
<td>District Improvement Bonus</td>
<td>221,567</td>
<td>67,216</td>
<td>288,783</td>
</tr>
<tr>
<td>TOTAL DEVELOPER PROJECT</td>
<td>343,523</td>
<td>286,438</td>
<td>629,961</td>
</tr>
</tbody>
</table>

CH ZSF shall be used to maximize the CH Purchase Price. The City ZSF shall be used to create Supportive Housing and maximize Affordable (NS) Housing within the Developer Project, as further described below.

Although CH and the City would consider permitting the Developer to incorporate development rights attributable to the Adjacent Parcels into the Developer Project at a future date (subject to the deal participation fee described in the “Additional Disposition Terms” section below), Respondents should assume, for purposes of preparing their Proposals, that the development rights for the Project are limited to those identified in the tables above.

NEW CH FACILITY

The Developer will be required to build the New CH Facility dedicated to the empowerment of young people who have been homeless and/or been victims of human trafficking. The proposed facility will ensure provision of residential communities, referred to as “neighborhoods”, which will offer flexibility to
meet the needs for both short-term shelter and transitional housing for runaway and homeless youth, as well as a federally qualified health center, employment and life skills training, educational services, and other comprehensive programming. The New CH Facility will also serve as the international advocacy and administrative headquarters for Covenant House International, which is currently located in leased office space at 5 Penn Plaza. Respondents are expected to review the Covenant House Basis of Design report located in the Site File.

**HOUSING PROGRAM**

**CITY ZSF**
The City ZSF must be used to maximize Affordable (NS) Housing, representing a broad range of income bands up to 165% of AMI. It is recommended that Respondents review the neighborhood’s demographic composition, housing stock, tenure profiles, and other characteristics of the community in which the Project is located and propose an affordability program that responds to this neighborhood’s needs. Among other criteria, NYCEDC and HPD will evaluate proposals based on the feasibility of the applicant’s plan to maintain long-term affordability of non-Supportive Housing residential units through cross-subsidy without ongoing public subsidy.

In addition to the Affordable (NS) Housing, a portion of the City ZSF shall be used to create 75 to 100 Supportive Housing units. These Supportive Housing units are further defined through HPD’s SHLP Term Sheet, available at the following link:

SHLP projects provide permanent housing with on-site social services and generally contain studio units, though Projects with a variety of unit types will be considered. Units for individuals must be studio units. All Supportive Housing units must be affordable to households earning 60% or less of the Area Median Income.

**CH ZSF**
The CH ZSF should be used for its highest and best use on the Western Parcel in order to maximize the CH Purchase Price. Respondents, nevertheless, will be obligated to develop as part of the Developer Project the amount of Affordable (NS) Housing required in order to realize the IHB ZSF attributable to the CH ZSF as set forth in the ZSF Chart.

The affordable housing component must be affordable for the duration of the exemption plan utilized.

It is recommended that Respondents review the Affordable Housing Requirements described in Appendix H.

**COMMERCIAL PROGRAM**

In order to promote a more pedestrian friendly street and to create economic opportunity, Proposals that include non-formulaic, independent ground floor retail are encouraged.

**COMMUNITY FACILITY SPACE**
As Manhattan’s Far West Side experiences tremendous growth, there is also a critical need for new community facilities. Respondents should consider local community needs, the needs of the project’s affordable and supportive tenants, and city-wide demographic trends in proposing any community
facilities. Respondents are encouraged to consider educational community facility uses as a programmatic element within their proposal.

**MTA STATION AND VENT EASEMENT**

The MTA is in the process of preparing the conceptual design study of the Tenth Avenue Station for the No. 7 Train Extension. The goal of the study is to arrive at a conceptual design of the station facilities and infrastructure on the Project Site to a level of specificity that will assist in determining the dimensions of any required MTA Easements, volumes of space, impositions or encumbrances. At the time that the study is complete, the Developer will be expected to work with the MTA to finalize the MTA Easements and adjust its Proposal accordingly. The Developer is encouraged to design and incorporate the MTA Easements so that the MTA Easements appear uniform with the overall Project. The Contracts of Sale will require that, as a Condition to Closing, the Developer shall have coordinated with the MTA, and shall have accepted and accommodated within its site plan the MTA Easements as set forth in the abovementioned conceptual design study.
PROPOSAL REQUIREMENTS

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

PROJECT DESCRIPTION

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

- Development plan with type and size of development;
- Proposed uses;
  - Breakdown of all residential units by type and affordability (the income and rent/sale levels contemplated and the duration of affordability);
  - Breakdown of all commercial and community facility spaces proposed (including a list of potential and committed tenants);
- Qualitative aspects of the development proposed, the distribution of uses, the commercial and community facility strategy, and any other relevant information;
  - Please describe how the Respondent’s proposed Affordable (NS) Housing program reflects and responds to local needs and contributes to the City’s goal of fostering economically diverse neighborhoods;
  - Please describe the supportive services to be provided as well as how the supportive services will be funded;
- Design and budget for New CH Facility inclusive of both hard and soft costs;
- Phasing plan for the development of the Developer Project Site;
- 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 residential and community facility projects of this scope in the City. Resumes and portfolios of past projects should be provided in electronic format only;
• Brief description of the supportive services provider, and an overview of the provider’s experience providing supportive services;
• Developer’s experience managing projects of similar size, scope, and type in the City through the completion of Form D2 and Form D3 located in Appendix I;
• Respondent’s previous three (3) years of audited financials in electronic format only; and
• Any additional documentation that will support the Proposal.

PROJECT TERM SHEET
Respondents must submit a Project Term Sheet (in the form to be found in the Site File) expressly setting forth the consideration for the Developer Project Site and any proposed modifications to the material terms and conditions of the transaction. Consideration must be submitted by Respondents as two separate components, as follows:

1) CH CONSIDERATION
Consideration for fee title to the Western Parcel and the CH ZSF must be submitted in the form of a cash purchase price expressed in a fixed, non-contingent dollar amount. The CH Purchase Price should be calculated as the Fair Market Value of the Western Parcel as currently improved plus the CH ZSF minus (1) the cost of demolition of the Western Parcel improvements and any necessary environmental remediation and (2) the cost of the DIB contribution attributable to the CH ZSF. No cost or value deduction from the CH Purchase Price should be made for the City Affordable Units or the City Supportive Units, which are reflected solely in the consideration for the City ZSF. Any necessary environmental remediation of the New CH Site and, to the extent the demolition of the Eastern Parcel occurs prior to the construction commencement of the Developer Project, the cost of carry associated with such demolition should be incorporated into the development budget for the New CH Facility. The calculation for the CH Purchase Price should be clearly delineated from the City’s consideration in the Developer Project Financial Model.

2) CITY CONSIDERATION
Consideration for City ZSF will be in the form of the City Affordable Units and the City Supportive Units. The entirety of the City’s value will be used to maximize affordability, thus resulting in a nominal purchase price. In order to establish value of the City’s ZSF, deductions should be made for (1) the cost of demolition of the Eastern Parcel improvements, (2) the environmental remediation of the Eastern Parcel Development Site, if any, associated with the demolition, (3) the cost of the DIB contribution attributable to the City ZSF in the Respondents’ underwriting and (4) the Administrative Fee for the City ZSF. Respondents must submit a detailed housing program, including the numbers of Affordable (NS) Housing units and Supportive Housing units required per the Development Program. The City Affordable Units should be clearly delineated from the affordable units required for the IHB attributable to the CH ZSF. To demonstrate the City Affordable Units and the City Supportive Units, respondents must fill out the City ZSF Chart included as Exhibit A to the Project Term Sheet.

STATEMENT OF MODIFICATIONS
Respondents may propose modifications to the requirements otherwise set forth in this RFP by means of the Statement of Modifications to RFP included as Exhibit D to the Project Term Sheet.
CH DEVELOPMENT SERVICES AGREEMENT
Respondents must submit a mark-up of the term sheet outlining a proposal to enter into the CH Development Services Agreement. Respondents may propose a Development Fee as compensation for the services performed and an interest rate for bridge financing to enable CH to receive a portion of the CH Purchase Price for the construction of the New CH Facility before the Developer takes possession of the Western Parcel (see Development Services Agreement Term Sheet included as Exhibit D to the Project Term Sheet).

WESTERN PARCEL DEED AND EASTERN PARCEL DEVELOPMENT SITE DEED
Respondents may submit mark-ups of the Western Parcel Deed and Eastern Parcel Development Site Deed (see Exhibit E and F, respectively, to the Project Term Sheet).

PROJECT FINANCIAL INFORMATION
Respondents must provide separate financial models and narratives for the Developer Project and New CH Facility. The financial models 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.

DEVELOPER PROJECT FINANCIAL MODEL
Respondents must submit a financial model encompassing every use proposed within the Developer Project.

The financial model shall include, at a minimum, pro forma cash flows for the proposed Developer Project for ten (10) years (including construction and operation periods). Respondents should outline all assumptions on which the pro forma document is based, including minimum returns sought. 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 models should also include the calculations used to derive the CH Purchase Price, the City Affordable Units, and the City Supportive Units.

Market comparables, in the form of detailed rental/sales listings of at least three similar properties/projects, must be provided for each use proposed. 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 Developer 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.

CH CONSIDERATION FINANCIAL MODEL
For the purposes of establishing the CH Purchase Price, Respondents must also submit a separate and complete financial model assuming a hypothetical project that uses only the CH ZSF on the Western Site. The financial model shall include, at a minimum, pro forma cash flows for ten (10) years (including construction and operation periods) that corresponds to the same timeframe as the developer project.
financial model and includes all of the elements outlined above. This model must clearly support a land value that is equivalent to the CH Purchase Price identified in the Developer Project Financial Model.

**NEW CH FACILITY FINANCIAL MODEL**

Respondents must provide a separate financial model for the New CH Facility. The model should include, at a minimum, a development budget, sources and uses, trade payment breakdown, draw schedule/cash flows during pre-development and construction, and anticipated construction financing.

Respondent must also provide a narrative description that clearly explains anticipated sources for financing construction of the New CH Facility, including funds to be provided by Respondent through advances of the CH Purchase Price during construction, and other sources anticipated to be funded by Respondent or expected to be funded by CH. The narrative must explicitly identify proposed financing programs/sources and the terms for each source to be funded by Respondent. Respondents should also describe the amount of the CH Purchase Price which will be advanced to fund the construction of the New CH Facility, and any interest rate or other terms associated with such advances.

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

If tax-exempt bond financing is proposed, a letter of interest from the issuer is not required. However, a letter of interest from a credit enhancer acceptable to the issuer must be provided.

**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 for the Developer Project and New CH Facility. For the Developer Project, proposals are required to conform to HPD Design Guidelines for New Construction and the HPD Supportive Housing Guidelines, as well as 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 (gross and saleable/rentable, including basement(s), if applicable) broken down by use/type;
• Residential units broken down by affordability, homeownership/rental and unit distribution;
• Description and location of all public improvements, including open space and landscaping, if applicable;
• Building height and massing diagram/plan, showing the relationship of the Project to surrounding buildings;
• Zoning diagrams demonstrating compliance with FAR, height, bulk, yard, setback, and lot coverage requirements.
• 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; and
• 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. CH is also committed to ensuring that the New CH Facility incorporates sustainable design. Accordingly, as part of their Proposals, Respondents must include separate narratives describing how the Developer Project and New CH Facility will each fulfill these goals and how the Respondent intends to obtain at least minimal LEED Silver certification(s) for all buildings in the Project from the U.S. Green Building Council.

The Developer will be expected to make commercially reasonable efforts to obtain such LEED certification(s) for the proposed Project (excluding the affordable housing components of the Project, which are required to certify through the Enterprise Green Communities program). Proposals that contemplate higher certification levels (e.g. LEED Gold or LEED Platinum) will be considered to be more competitive than Proposals that contemplate other lower LEED certification(s) or no certification. Respondents may also propose to incorporate renewable energy systems or to pilot emerging energy technologies in their proposed Projects as a means to provide case studies to increase market adoption of promising technologies.

The Developer will be required to achieve certification through the Enterprise Green Communities program for the affordable housing component of the Developer Project. For more information, see Appendix H – Affordable Housing Requirements.

Proposals are also expected to include design strategies that promote physical activity and health, such as those provided in The Active Design Guidelines and Affordable Designs for Affordable Housing.

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1 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.


**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 Merged Zoning Lot.

**PROJECT SCHEDULE**

Respondents must provide a development schedule for the entire Project. The Project Schedule should include, at a minimum, the following tasks/milestones: Pre-Development Agreement execution, commencement of environmental analysis, EIS scoping, DEIS completion, ULURP certification, all ULURP approval milestones, commencement of design, completion of design, Project Closing, permitting, demolition and site preparation, commencement and completion of the New CH Facility, commencement and completion of Developer Project, marketing period, occupancy and stabilization. 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.

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 MBEs and WBEs in NYCEDC related projects. M/WBEs are certified by the New York City Department of Small Business Services in accordance with Section 1304 of the City Charter.

The target Participation Goal for the Contract is 20-30%. Respondents must submit an M/WBE Participation Proposal to address M/WBE participation in the Project during the design and construction components of work related to the Proposal. See Appendix D for further details.

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 Project that are located in the City, and to interview qualified candidates from the HireNYC Development Program.
for those opportunities. Appendix E 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 F. 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 F).

## 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 J, 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 that 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 that wages and benefits paid to all employees of the Respondent will meet or exceed the living wage and that wages and benefits paid to building service employees at the Project 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 Project 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 J.

Contractual provisions implementing the Living Wage Requirements and the requirements of the Prevailing Wage Law will be incorporated into the contract of sale to be entered into between the City/NYCEDC/CH and the successful Respondent.

### NYCEDC BACKGROUND INVESTIGATION QUESTIONNAIRE

Respondent and its principals must complete and submit an original NYCEDC Background Investigation Questionnaire, and receive clearance (see Appendix G).
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 L for links to the Doing Business Data Form and additional information.

STATEMENT OF AGREEMENT

The Respondent must submit a notarized statement signed by an authorized principal or officer of the Respondent that states that the Respondent has read this RFP and the Appendices fully and will accept the terms and conditions set forth herein, except as expressly modified by the Statement of Modifications (see Appendix M), such acceptance to be embodied in the Pre-Development Agreement.
DESIGN GUIDELINES

NEW CH FACILITY
Covenant House has completed an extensive design process with FXFOWLE Architects and Denham Wolf Real Estate Services to establish a building program and preliminary conceptual design for the New CH Facility. The outcome of this work is captured in a Basis of Design report, which is included in the Site File. Contained in this report is an architectural narrative, which is intended to provide Respondents with guidance on site orientation, design strategy, scale, materiality, program integration, sustainability, and ground floor open space. Also included are concept-level drawings for the New CH Facility as well as preliminary Structural and MEP/FP reports. The Respondent may propose alternatives or adjustments to the CH Preferred Site Plan and preliminary conceptual design for the New CH facility, including the location and dimension of ground floor open space, provided that any such alternatives or adjustments are compatible with the requirements and goals of CH, including construction of an efficient and economical New CH Facility.

PEDESTRIAN EXPERIENCE
The design should be pedestrian friendly and provide architectural elements that generate activity, interest and interaction at the street level.

DISTRIBUTION OF BULK
Respondents are encouraged to propose designs that distribute the Developer Project’s bulk across the Developer Project Site. The height of the Developer Project should relate to the prevailing heights of the existing buildings in the immediate neighborhood.

PRESERVATION OF FORMER LIBRARY FAÇADE
Portions of building B on the Western Parcel are SHPO eligible. Respondents are encouraged to consider preserving the façade of Building B.
FINANCING

It is the responsibility of the Developer(s) to obtain construction and permanent financing in amounts consistent with the Proposal.

AFFORDABLE HOUSING FINANCING

For the purposes of this RFP, tax-exempt bond financing, SHLP financing, and a to-be-determined rental assistance subsidy in accordance with the SHLP term sheet may be included in a Respondent’s financing scenario in accordance with lender’s standard practices. However, the Respondent’s proposed financing may not otherwise rely on competitive sources of financing from Federal, State, or City governments such as HPD/HDC subsidy, New York State Housing and Community Renewal 9% Low Income Housing Tax Credits, or NYS Housing Trust Fund subsidy.

Please review the Supportive Housing Loan Program (SHLP) Term Sheet for more information: http://www1.nyc.gov/assets/hpd/downloads/pdf/developers/term-sheets/SNH_SHLP_Term_Sheet.pdf.

NEW MARKET TAX CREDITS

The Project Site is located in a census tract that is eligible for New Market Tax Credit. The total number of households in the census tract is 534, with a median household income of $44,520 and predominately renter occupied housing units. The New Market Tax Credit Program permits individual and corporate taxpayers to receive a credit against Federal income taxes in exchange for making qualified equity investments in CDEs. CDEs provide qualifying equity investments in projects and businesses in low-income communities. NYCEDC frequently connects projects in need of capital with CDEs that have New Market Tax Credit allocation and are looking for eligible projects.

For more information regarding eligibility requirements and restrictions, as well as a complete listing of CDEs with an allocation of the tax credits that may be used in the financing of projects and businesses located in low-income areas of New York City, please visit: http://www.cdfifund.gov/.

HOMELESS HOUSING ASSISTANCE PROGRAM

Covenant House intends to apply for capital funding under the Homeless Housing and Assistance Program through its rolling annual competitive request for proposals process. Administered by the New York State Office of Temporary and Disability Assistance on behalf of the Homeless Housing and Assistance Corporation, HHAP funding is available to acquire, construct, or rehabilitate emergency shelter or transitional housing for low income person who are, or would otherwise be, homeless.

Respondents should familiarize themselves with the HHAP RFP and Application in the following link: https://otda.ny.gov/contracts/2015 HHAP/.

REAL PROPERTY TAXES

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

As-of-right or discretionary tax exemptions may be available for eligible projects based on location, property use, and/or requirements for affordable housing. HPD will ultimately determine the Project’s eligibility and approve applications for tax exemptions and abatements.
Respondents should indicate in the Proposal the tax exemption and abatement program(s) for which the Developer 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 Developer Project’s eligibility to receive these benefits.

The Western Parcel has a combined Fiscal Year 15/16 transitional assessed value of nearly $12,800,000 (and an actual assessed value of over $14,400,000). When the Fiscal Year 16/17 tentative assessed values are released at the end of January, CH plans on challenging the two lots' assessed values. Toward that end, Covenant House has retained the firm of Marcus & Pollack LLP to undertake the tax certiorari proceedings. CH strongly believes that the Western Parcel is over assessed and that the certiorari will result in a significant reduction in the current assessed values such that by 2019, for the purposes of this RFP, the Respondent should assume the assessed value of the property may be reduced by approximately 50 percent.
SELECTION CRITERIA

NYCEDC, HPD and CH will evaluate each Proposal and any supplemental information made available to NYCEDC, HPD and CH 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 Project Site;
  - 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
  - Maximize the CH Purchase Price and the City Affordable Units, and create the City Supportive Units;
  - 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 for both the Developer Project and the New CH Facility, and, with respect to the Developer Project, rents/sales prices, operating expenses, capital costs and debt service;
  - Respondent's ability to provide cost-effective development services and a creditworthy completion guaranty for the New CH Facility;
  - Respondent's ability to provide a creditworthy completion guaranty for the Developer Project;
  - Respondent's ability and capacity to secure financing;
  - 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.
  - *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 downtown urban districts through public/private partnerships;
- Experience with public/private partnerships and successfully negotiating and implementing legal agreements with NYCEDC and HPD;
- 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;
- The extent of Respondent’s experience in rent-up and management of affordable rental housing (including mixed-income residential developments), including track record of compliance with eligibility, record-keeping, and reporting requirements of programs for such tenants, if applicable;
- The extent of Respondent’s experience in rent-up and management of supportive housing, including coordinating rent-up with the Department of Homeless Services and service contracting agencies, and ensuring that rent-up complies with the requirements of service contracts, Project-Based Vouchers, and/or other rental assistance;
- Qualifications and experience in affirmative and fair housing marketing;
- Demonstrated understanding of markets and the ability to attract and retain the identified markets; and
- The extent of experience in project managing urban development projects, including obtaining necessary governmental and community approvals and permits.

**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.
DISPOSITION PROCESS

CONDITIONS AND APPROVALS

NYCEDC, on behalf of the City, HPD, and CH anticipate negotiating with multiple Respondents during the RFP process. NYCEDC, on behalf of the City, HPD, and CH reserve the right to terminate negotiations with any Respondent with or without cause at any time.

Upon the selection of a Respondent, NYCEDC and CH will enter into a Pre-Development Agreement with such Developer. Concurrently with the execution and delivery of the Pre-Development Agreement, CH and the Developer shall enter into the CH Development Services Agreement.

The Project Site will 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.

This transaction is subject to the New York City Charter’s (Sections 197-c and 197-d) ULURP provisions, as well as the procedures for zoning text amendments (Section 200). The Developer will be responsible for the preparation of, and all costs associated with, the ULURP and zoning text amendment applications.

The transaction will also be subject to review and approval by the Board of Directors of Covenant House.

Because the transaction will involve an exchange of real property owned by the City (i.e., the Western Parcel from CH to the City in exchange for the Eastern Parcel from the City to CH), the transaction will require the approval of the Mayor. Mayoral approval of the exchange of real property (i.e., the Western Parcel from CH to the City in exchange for the Eastern Parcel from the City to CH) and the associated Contracts of Sale will be executed and delivered as soon as reasonably practicable after the City authorizes the disposition of the Eastern Parcel and the acquisition of the Western Parcel pursuant to ULURP.

During the term of the Pre-Development Agreement, the City, NYCEDC, CH, the Developer and any other necessary parties will be required to diligently pursue the satisfaction of certain conditions precedent to execution of deeds (including, but not limited to, the above reviews and approvals), and, when all such conditions, including conditions to be met by NYCEDC and the City, are met, the Closing can occur. Please refer to Appendix C, “Technical Transaction Description,” for a more detailed description of the proposed transaction structure.

The City and CH may, in their respective sole or joint discretion, as applicable, waive any of the conditions set forth in the Contracts of Sale for execution of the deed(s). Notwithstanding any other provisions herein that may be to the contrary, the City will not be under any obligation to dispose of the Eastern Parcel to CH, nor will CH be under any obligation to dispose of the Eastern Parcel Development Site to the Developer, unless and until the Project has received all requisite public approvals and all conditions to deed execution pursuant to the Contracts of Sale have been met.
ADDITIONAL FINANCIAL TERMS

Concurrently with execution and delivery of the Pre-Development Agreement, the Developer will be required to post a good faith deposit equivalent to 5 percent of the CH Purchase Price for the benefit of CH and the City.

The CH Purchase Price shall be advanced by Developer to fund pre-development and construction of the New CH Facility as outlined in the Development Services Term Sheet. All amounts so advanced shall be nonrefundable to the Developer.

Additionally, upon execution of the Pre-Development Agreement, the Developer must pay to NYCEDC and CH the following costs and fees, which are nonrefundable:

- Administrative Fee to be paid for out of City ZSF value to be determined as follows:
  - 1% of the unrestricted appraised value of the Eastern Parcel
- Reimbursement for the cost of independent appraisal(s);
- Reimbursement for the cost of title reports;
- Reimbursement for the cost of surveys;
- Any necessary fees associated with CEQR; and
- Any other fees outlined in the Contracts of Sale.

Prior to the execution and delivery of the Pre-Development Agreement, the Developer is expected to have completed its due diligence. These due diligence items (as further detailed in the “Due Diligence” section below) must be prepared at the sole cost and expense of the Developer. All work products shall become property of the City, NYCEDC and CH upon submission. These expenses are non-refundable and cannot be used to offset the cash purchase price/consideration.

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, HPD’s or NYCEDC’s involvement in the transaction.

If the Developer secures development rights attributable to Adjacent Parcels, the Developer shall be required to pay to CH and City a participation fee equal to fifty percent (50%) of the purchase price that Developer pays to the owner(s) of such Adjacent Parcel(s). Such fee will be split 50/50 between CH and the City, unless otherwise agreed.

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3 Not less than 25% paid at Pre-Development Agreement execution (non-refundable). Balance paid at Closing.
DUE DILIGENCE

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

The Site File, amongst other items, contains:
- Project Term Sheet, including as exhibits:
  - City ZSF Chart
  - CH ZSF Chart
  - Statement of Modifications
  - Development Services Agreement Term Sheet
  - Western Parcel Deed
  - Eastern Parcel Development Site Deed
- Phase I Environmental Site Assessments for the Eastern Parcel and the Western Parcel
- Title Reports for the Eastern Parcel and the Western Parcel
- HPD Design Guidelines
- CH Basis of Design Report
- Site surveys for the Eastern Parcel and the Western Parcel
- Letter from Manhattan Community Board 4

The Site File will be available for purchase for $100, or can be viewed at no cost by appointment at the offices of NYCEDC, by request to Hildegarde Williams at HWilliams@edc.nyc.

Information provided in this RFP and the Site File is for general informational purposes only. NYCEDC and CH make 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 Project Site.

ENVIRONMENTAL CONDITIONS

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

Closing contingencies related to environmental conditions will not be permitted. The City and CH require that the Developer take the Site “as-is” and assume the obligation to remediate any environmental contamination, indemnify CH, NYCEDC and the City for any claims that may be made against any of them in the future on account of both pre-Closing and post-Closing site conditions, and release CH, NYCEDC and the City from any claims that Developer may have in the future arising out of any Pre-Closing conditions of the Project Site.

INQUIRIES & SUBMISSION

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

Questions will be accepted until 5:00PM on Friday, March 11, 2016. Answers will be posted to http://www.nycedc.com/opportunities/real-estate-development-procurement no later than Friday, April 1, 2016.
RFP INFORMATION SESSION AND SITE VISIT
An information session and site visit will be held on Wednesday, February 24, 2016 at 10:00am at the following location:

Covenant House New York
538 Tenth Avenue (Entrance on 40th Street)
New York, NY 10036

NYCEDC and CH strongly recommend 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 HKTRFP@edc.nyc

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

RESPONSE SUBMISSION DATE
Six (6) copies of the Proposal and one (1) electronic version of the Proposal, on flash drive or CD, in PDF must be delivered by Monday, May 2, 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 “Hell’s Kitchen at Tenth 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 and CH reserve the right, in their 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, NYCEDC, or CH to do so (see Appendix K 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 and CH reserve the right to amend or withdraw this RFP at any time. In order to be considered, Proposals must conform to any addenda that may accompany 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**: January 27, 2016
- **Information Session and Site Visit**: February 24, 2016
- **Question & Answer Submission Deadline**: March 11, 2016
- **Question & Answer Response Posting**: April 1, 2016
- **Submission Date**: May 2, 2016
APPENDIX A - DEFINITIONS

Adjacent Parcels – Several tax lots that are adjacent to the Project Site as described under the heading “Site Context & Description” in the RFP

Administrative Fee – Fee paid out of City ZSF value equal to 1% of the unrestricted appraised value of the Eastern Parcel

Affordable (NS) Housing – Housing units available to households earning up to 165% of the Area Median Income. As defined in this RFP, Affordable (NS) Housing does not include Supportive Housing

CDE – Community Development Entities

CEQR – City Environmental Quality Review

CH – Covenant House

CH Purchase Price – A cash purchase price expressed in a fixed, non-contingent dollar amount as consideration for the CH ZSF and the Western Parcel

CH ZSF – 343,523 ZSF attributable to the Western Parcel

City Affordable Units – A detailed Affordable (NS) Housing proposal expressed as consideration for the City ZSF

City Supportive Units – A detailed Supportive Housing proposal expressed as consideration for the City ZSF

City ZSF – 286,438 ZSF attributable to the Eastern Parcel

Closing – the closing of the disposition of the Eastern Parcel from the City to CH and the closing of the disposition of the Western Parcel from CH to the City

Conditions Subsequent – substantial completion and initial lease-up of both the City Affordable Units and the City Supportive Units on the Developer Project Site

Contracts of Sale – (x) a Contract of Sale for the Western Parcel among CH, the City and the Developer, (y) a Contract of Sale for the Eastern Parcel between the City and CH and (z) a Contract of Sale for the Eastern Parcel Development Site between CH and the Developer (collectively, clauses (x) through (z), the “Contracts of Sale”). The Contracts of Sale shall be executed as soon as reasonably practicable following ULURP Approval, and shall be based upon the substantive provisions of the Pre-Development Agreement

DASNY – Dormitory Authority of the State of New York

Developer(s) – The Respondent(s) selected to develop the Project

Developer Project – A 630,000 square foot mixed-use, mixed-income building(s) to be developed, owned, and operated by the Developer on the Western Parcel and the Eastern Parcel Development Site
**Developer Project Site** – Together, the Western Parcel and the Eastern Parcel Development Site

**DIB** – District Improvement Bonus as set forth in the NYCZR

**DSBS** – New York City Department of Small Business Services

**DZLR** – the Declaration of Zoning Lot Restrictions as described in Appendix C, Technical Transaction Description

**Eastern Parcel** – Manhattan Block 1050, Lot 6

**Eastern Parcel Development Site** – The Eastern Parcel, less the New CH Site

**HDC** – New York City Housing Development Corporation

**HHAP** – Homeless Housing and Assistance Program

**HPD** – New York City Department of Housing Preservation and Development

**HRSA** – Health Resource Services Administration

**IHB** – Inclusionary Housing Bonus

**LEED** – Leadership in Energy and Environmental Design

**LSGD** – Large-Scale General Development

**Merged Zoning Lot** – a single zoning lot, consisting of the Western and Eastern Parcels, which CH and the City will create through execution of a DZLR

**M/WBE** – MBEs and WBEs, collectively

**M/WBE Participation Proposal** – The plan that Respondents must submit to address M/WBE participation in the Project during the design and construction components of work related to the Proposal

**MBE** – Minority-owned business enterprises

**MTA** – The Metropolitan Transportation Authority

**MTA Easements** – Easements for a future MTA No. 7 line subway station entrance, vent plant, and related infrastructure

**New CH Facility** – A 150,000 square foot free-standing, New CH Facility to be developed by the Developer and to be owned and operated by CH on the New CH Site

**New CH Site** – The portion of the Eastern Parcel on which the New CH Facility will be developed

**NYCEDC** – New York City Economic Development Corporation
NYCZR – New York City Zoning Resolution

Port Authority – The Port Authority of New York and New Jersey

Pre-Development Agreement – a pre-development agreement among the Developer, NYCEDC, and CH to be executed upon Developer selection or soon thereafter as reasonably practicable

Project – Together, the Developer Project, New CH Facility, and MTA Easements

Project Goals – the goals contained in the “Project Goals” section of the Executive Summary

Project Site – Together, the Western Parcel and the Eastern Parcel

Project Schedule - the development schedule for the entire Project, which contains milestones

Proposal(s) – A completed response to the RFP (collectively, Proposals)

Respondent(s) – Qualified developer(s) submitting a proposal (collectively, Respondents)

RFP – Request for Proposal

SHPO – New York State Historic Preservation Office

Site File – NYCEDC’s Site File, which contains information regarding the Project Site (see Due Diligence section of the RFP)

Special District – The Special Hudson Yards Zoning District as set forth in the NYCZR

Submission Date – the date on which Proposals are due from Respondents.

Supportive Housing – Supportive Housing designed and operated per HPD’s SHLP

SHLP – HPD’s Supportive Housing Loan Program

TCO – Temporary Certificate of Occupancy to be issued pursuant to the New York City Building Code

ULURP – Uniform Land Use Review Procedure

ULURP Approval – approval of land use and City land disposition actions through ULURP (section 197-c and 197-d of the New York City Charter)

WBE – Women-owned business enterprises

Western Parcel – Manhattan Block 1050, Lots 1 and 61

ZLDA – The Zoning Lot Development Agreement described in Appendix C, Technical Transaction Description

ZSF – Zoning Floor Area as defined in the NYC Zoning Resolution.
**ZSF Chart** — The chart set forth within the RFP under the Development Program section and under the heading “Development Rights Available for the Project” describing how ZSF will be distributed among the tax lots within the Merged Zoning Lot and the attribution of such ZSF to either the City or CH
APPENDIX B - 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
   1. Management Experience Forms D2 and D3

Tab 3: Project Term Sheet
   1. City ZSF Chart
   2. CH ZSF Chart
   3. Statement of Modifications
   4. Development Services Agreement Term Sheet
   5. Western Parcel Deed
   6. Eastern Parcel Development Site Deed

Tab 4: Project Financial Information
   1. Developer Project Financial Model
   2. CH Consideration Financial Model
   3. New CH Facility Financial Model
   4. Letters of Interest

Tab 5: Site Plan & Architectural Design

Tab 6: Sustainable Development & Active Design
   1. Enterprise Green Communities Overlay

Tab 7: Zoning Calculation

Tab 8: Project 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 Acknowledgement and Agreement

In a separate envelope: Standard Doing Business Data Form (Local Law 34)
APPENDIX C - TECHNICAL TRANSACTION DESCRIPTION

A. Below is the summary of the anticipated order of the key activities and contingencies which must be satisfied prior to Closing for the Project to be realized:

1. Execution and delivery of (x) the Pre-Development Agreement among the Developer, NYCEDC and CH (with forms of the Contracts of Sale described in item #3, ZLDA in item #B1, and Deeds described in items #B.2 and B.3 below attached) and (y) the CH Development Services Agreement between the Developer and CH to finance and build the New CH Facility on the New CH Site for a guaranteed maximum price;
2. ULURP Approval and 384(a) Mayoral Approval;
3. As soon as reasonably practicable after ULURP Approval, execution and delivery of the Contracts of Sale;
4. Demolition of the Hunter MFA building on the Eastern Parcel pursuant to a license from the City issued to the Developer to enter upon the Eastern Parcel for purposes of demolishing the existing structures on the Eastern Parcel;
5. Tax lot subdivision of the Eastern Parcel into separate tax lots for the New CH Site and the Eastern Parcel Development Site;

B. The following describes the various actions that are anticipated to occur at the Closing of the disposition of the Eastern Parcel and the Western Parcel and the distribution of ZSF within the two parcels, which Closing must occur no later than 125 days following ULURP Approval.

1. CH and the City will execute a DZLR in order to create the Merged Zoning Lot; CH and the City will also execute a ZLDA pursuant to which the City ZSF and the CH ZSF will be distributed within the Merged Zoning Lot as per the ZSF Chart.
2. The City will convey to CH fee title to the Eastern Parcel through two separate deeds: (x) a deed to the New CH Site for the construction of the New CH Facility (“New CH Site Deed”) and (y) a separate deed for the Eastern Parcel Development Site (“Eastern Parcel Development Site Deed”). The New CH Site Deed will convey fee title on condition subsequent from the City to CH which will (A) require the substantial completion of the New CH Facility by an outside date of two (2) years following the scheduled date of completion according to the Developer’s construction schedule (“Outside Date”), and (B) limit the use of the New CH Site to a not-for-profit community facility for a predetermined period. The Eastern Parcel Development Site Deed will convey fee title on condition subsequent from the City to CH. The conditions subsequent shall consist of the obligation of the Developer both (i) to complete the construction of the City Affordable Units and the City Supportive Units (the “Construction Condition”) on both the Eastern Parcel Development Site and the Western Parcel, and (ii) to initially lease-up the City Affordable Units and the City Supportive Units within a specified time frame (the “Lease-Up Condition”, both such conditions together the “Conditions Subsequent”; such Conditions Subsequent are also described in the deeds, which are exhibits to the PTS). The Eastern Parcel Development Site Deed will expressly contemplate the eventual conveyance of the Eastern Parcel Development Site from CH to the Developer for purposes of satisfaction of the Conditions Subsequent.
3. Simultaneously with the City’s execution and delivery to CH of the Eastern Parcel deeds, CH will deliver the “Western Parcel Deed”, which shall convey the following estates in the Western Parcel: (x) to the City, a fee simple determinable estate, and (y) to the Developer, a contingent remainder fee interest (the “Remainder Interest”), which will automatically become fee title on condition subsequent following the earlier of (i) receipt of a temporary certificate of occupancy (“TCO”) for the New CH Facility and (ii) the
Outside Date. Developer shall be required to satisfy the Conditions Subsequent; applicable to the Western Parcel.

4. Both the City’s fee simple determinable title and the Developer’s Remainder Interest in and to the Western Parcel will be subject to a retained leasehold by CH on the Western Parcel (the “CH Retained Leasehold”) for purposes of maintaining continuing operations of CH until CH takes possession of the New CH Facility. The CH Retained Leasehold will encumber the City’s title in the Western Parcel until such time as Developer’s Remainder Interest converts to a fee on condition subsequent, at which point the CH Retained Leasehold will encumber Developer’s interest in the Western Parcel until such time as Developer’s Remainder Interest converts to a fee on condition subsequent, at which point the CH Retained Leasehold will encumber Developer’s interest in the Western Parcel until CH relocates to the New CH Facility; provided however, that in no event shall the term of the CH Retained Leasehold extend beyond sixth months after the TCO for the New CH Facility is obtained (subject to force majeure).

5. The New CH Site Deed, the Eastern Parcel Development Site Deed, and the Western Parcel Deed will be cross-defaulted as follows:
   a. If substantial completion of the New CH Facility has not occurred on the New CH Site by the Outside Date (following notice and cure period, and subject to force majeure and lender cure rights), the City will be entitled to (i) exercise a right of reacquisition for condition broken (“Reverter Right”) with respect to the entire Eastern Parcel, (ii) terminate the DZLR, with a consequent restoration to the Eastern Parcel of all of the ZSF attributable to the Eastern Parcel as if the Merged Zoning Lot had never been created, and (iii) if Developer has fully paid the purchase price for the Western Parcel, Developer’s Remainder Interest in the Western Parcel shall become a fee simple absolute, and the Conditions Subsequent shall be deemed deleted from the Western Parcel Deed.
   b. If Developer fails to achieve the Conditions Subsequent on the Eastern Parcel Development Site and/or the Western Parcel (following notice and cure period, and subject to force majeure and lender cure rights), then the City will be entitled to the following remedies:
      i. If Developer fails to satisfy the Conditions Subsequent with respect to the market rate / City Affordable Units component, then the City may exercise a Reverter Right with respect to the market rate / City Affordable Units component.
      ii. If (x) the Developer fails to satisfy the Construction Condition with respect to the City Supportive Units, the City will require that excess cash flow (see definition in deeds) from operations and capital transactions with respect to the non-Supportive Housing component on the Eastern Parcel Development Site and Western Parcel shall be swept into an escrow account and not distributed to Developer until the Construction Condition has been satisfied for the City Supportive Units; and (y) if both Conditions Subsequent with respect to the City Supportive Units are not satisfied by an outside date, then the City may exercise its Reverter Right with respect to the City Supportive Units component, and the cash held in escrow will be released to the City.
      iii. If Developer fails to achieve the Conditions Subsequent on both the Eastern Parcel Development Site and the Western Parcel (following notice and cure period, and subject to force majeure and lender cure rights), then the City may exercise its Reverter Right with respect to both the Eastern Parcel Development Site and the Western Parcel.
C. Below are the requirements and associated actions which are both required and expected to be achieved after Closing:
   1. Construction of the New CH Facility pursuant to the CH Development Services Agreement;
   2. Relocation of CH into the New CH Facility following issuance of a TCO therefor;
   3. Execution and delivery of a deed from CH to the Developer for the Eastern Parcel Development Site, subject to Conditions Subsequent;
   4. Demolition of existing CH buildings on the Western Parcel;
   5. Construction of the Developer Project (including the City Affordable Units and the City Supportive Units) on the Western Parcel and Eastern Parcel Development Site; and
   6. Initial lease-up of the City Affordable Units and the City Supportive Units.
APPENDIX D - M/WBE PARTICIPATION PROPOSAL

I. M/WBE PARTICIPATION GOAL

a. Participation Goal - The target Participation Goal for the Lease is 20-30%. 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 fulfillment 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 fulfillment 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 fulfillment 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 fulfillment 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 Lease Administrator’s request, Respondent 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.

a. 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 contract of sale. 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.
IV. OTHER M/WBE REQUIREMENTS
If the Respondent’s Proposal is accepted, then the Contract will contain additional M/WBE Program Requirements.

Please note that if a Respondent 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 Contract, 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 E - 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 Project Site; (ii) as a prerequisite to improve, alter, build, or demolish real estate at the Project Site; or (iii) to facilitate, monitor or supervise the improvement, alteration, building or demolition of real estate at the Project 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 contract of sale. 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 contract of sale. 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 contract of sale 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, 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’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 contract of sale 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 contract of sale and each anniversary date, until the end of the Project’s
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.

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 contract of sale, NYCEDC may hold the Developer in default.

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5 In the event that this Project includes a Federal funding agreement, additional reporting and federal hiring requirements may apply.
APPENDIX F - 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 F 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 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 Project 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 F, 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 F, 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 F, 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 F, 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 F, 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 G - VENDEX

Respondents shall complete and submit the Business Entity Questionnaire and a Principal Questionnaire for each principal of the Respondent team (collectively, the "Vendex Clearance Forms")

The successful respondent shall cooperate in supplying any information as may be required with respect to the Vendex Clearance Forms, which are available online at www.nyc.gov/vendex (the "Vendex Website"), and any other government review and approval forms.
APPENDIX H - AFFORDABLE HOUSING REQUIREMENTS

REGULATORY AGREEMENT
Prior to construction of the Developer Project, the Developer will be required to execute a regulatory agreement with HPD recorded against the property, which will govern tenant income eligibility, rents, minimum and maximum household sizes and tenant selection procedures.

ENFORCEMENT NOTE AND MORTGAGE
Prior to construction of the Developer Project, the Developer will be required to deliver an enforcement note and mortgage (“Enforcement Note and Mortgage”) to HPD. The Enforcement Note and Mortgage is designed to ensure compliance with the regulatory agreement. The Enforcement Note and Mortgage may also contain resale and refinancing recapture provisions. The value of the Enforcement Note and Mortgage shall equal the difference between purchase price and the appraised value of the Developer Project Site. The Enforcement Note and Mortgage will accrue interest at a fixed rate to be determined by HPD, compounded annually.

DESIGN
HPD has outlined a set of design principles and guidelines to foster quality and encourage creative approaches throughout the entire design development process (“HPD Design Guidelines”). The guidelines apply to all new construction housing projects subject to HPD review and approval. Respondents are required to follow the HPD Design Guidelines for New Construction which can be accessed here: http://www1.nyc.gov/assets/hpd/downloads/pdf/developers/new-constr-guidelines.pdf. Respondents are also required to follow the HPD Design Guidelines for Supportive Housing which can be accessed here: http://www1.nyc.gov/assets/hpd/downloads/pdf/developers/sro-constr-guidelines.pdf.

ENTERPRISE GREEN COMMUNITIES
Respondents are required to achieve Certification through the Enterprise Green Communities Program, which is a comprehensive green building framework for affordable housing that provides cost-effective standards for creating healthy and energy-efficient homes.

Specifically, Respondents are required to comply with the 2015 Enterprise Green Communities Criteria Certification Overlay for NYC HPD Projects. Detailed instructions on using the HPD Overlay can be found at http://www.enterprisecommunity.com/servlet/servlet.FileDownload?file=00P1400000gTNDAEA4

Please include this overlay with the Proposal

In addition to the documentation requirements of the Green Communities Program, the designated Developer will be required to periodically provide budgets that identify project costs specifically related to green design, energy efficiency measures and building operations, upon HPD’s request.

MARKETING
Marketing of the rental of affordable residential units and/or the sale of the affordable homeownership units, if applicable, is the sole responsibility of the Developer. In carrying out these functions, the Developer must comply with HPD-HDC's marketing requirements, which are designed to ensure that the availability of the units is disseminated as widely and fairly as possible. The marketing of the units will be monitored by HPD/HDC staff to ensure compliance with these requirements.
RENT STABILIZATION
All rental units must be entered into the New York State rent stabilization system ("Rent Stabilization") upon initial occupancy (see www.nycrgb.org for further information). Rent increases for affordable units will be governed by the lower of 30% of the applicable AMI or Rent Stabilization increases. Rent increases for market rate units that are under a City tax abatement program, in buildings of mixed affordability, will be governed by Rent Stabilization increases.

FAIR HOUSING
The Developer is required to comply with all applicable Federal, State, and local laws, orders, and regulations prohibiting housing discrimination.

LOAN AUTHORITY
Projects which Respondents propose to finance with HPD/HDC subsidy will be subject to statues under which HPD and HDC are authorized to provide such loans including, but not limited to, Article 16 of General Municipal law and Article 22 of Private Housing Finance law. Respondents are encouraged to review these and similar statues to understand the restrictions and obligations associated with such loans.
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D3 – Management Questionnaire

1. Across your portfolio, what is the typical ratio of property managers to number of units? Describe if staffing plans differ based on the funding source (e.g. LIHTC or HOME).

2. Describe the management and maintenance staffing plan envisioned for this project. If you have one, please submit a sample or project-specific Management Plan.

3. What property management certifications and licenses are held by your staff? (For example: RAM or IREM certification, tax credit certification, commercial real estate broker's license, etc.)

4. Please describe any LIHTC and/or HOME compliance coursework management staff has completed.

5. Has any property managed by the manager or owned by the owner ever had a recapture of LIHTC? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.

6. Have IRS Forms 8823s been issued for your properties, reporting noncompliance that was uncorrected at the time of issuance? If so, how many have been issued? Please include instances where you may have purchased or taken over management of a property with open compliance issues.

7. Do any properties managed by the manager or owned by an affiliate of the owner have open HOME compliance issues? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.

8. Do any properties managed by the manager or owned by an affiliate of the owner have open Class C NYC Housing Maintenance Code violations or open NYC DOB violations? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open violations.

9. Has the management company or any of its principals been disbarred by HUD or any other government agencies?

10. What is the vacancy rate across your portfolio as of the date of this submission? Please explain.

11. What are delinquent rents as a percentage of total rent roll across your portfolio of owned/managed properties? Please submit data showing arrears at 30, 60, and 90+ days arrearages.

12. Please submit a sample Monthly Management Report from the last year for an affordable housing property of your choosing.
APPENDIX J - 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 K - 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 Project Site is to be disposed of in “as is” condition and is to be conveyed subject to all applicable title matters.

2. The City, NYCEDC, and CH, 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 Project 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 Project Site, the information contained herein, and all limitations or other arrangements affecting the Project Site. NYCEDC, the City, and CH will not be responsible for any injury or damage arising out of or occurring during any visit to the Project 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”), and approval by the Mayor. ULURP and CEQR compliance shall be solely at the expense of the Developer. NYCEDC and CH 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 sole discretion, to be within a category of persons or entities with whom or which the City will not generally do business. Respondent and all officers and Principals thereof must complete a background questionnaire and shall be subject to investigation by the City’s Department of Investigation. Any designation may be revoked in the City’s sole discretion in the event any derogatory information is revealed by such investigation. In addition, any Respondent may be rejected if CH determines in its sole discretion that the Respondent or its Principals are within a category of persons or entities with whom or which CH will not generally do business.

5. NYCEDC, the City, and CH are not obligated to pay and shall not pay any costs incurred by any Respondent at any time unless NYCEDC, the City, or CH 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 Project 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 Project Site, or portion thereof, and to indemnify and hold harmless NYCEDC, the City, and CH, 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 Project Site, or portion thereof, and any liability, cost and/or expense incurred by NYCEDC, the City, and/or CH as a result of any claim of commission or compensation brought by any broker by reason of the Project or the development of the Project 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, in cooperation and collaboration with HPD and CH, 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, HPD, and CH each 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 Project Site or any portion of the Project Site, to negotiate and dispose of the Project 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 Project Site or portions of the Project Site from or add individual parcels to this RFP, to encourage Respondents to work together, or to reject any or all Proposals, if in NYCEDC’s or HPD’s 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 Project 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 and HPD, conferring with other agencies, authorities and organizations, shall be the sole judges of the acceptability of the Proposals. NYCEDC or the City 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. None of NYCEDC, the City, nor CH are 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 Project 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 or HPD 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 and HPD 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 deed(s) conveying the Project Site, or portion thereof, to the Developer(s) shall contain redevelopment obligations as well as restrictions on use and transfer of the Project Site. Failure to comply with these restrictions will result in a right by NYCEDC or the City to re-enter and re-acquire the Project Site, or portion thereof, for no consideration.

15. The Developer will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the Project 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, the City, or CH 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 or CH’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 or CH’s prior written approval. If either provision is breached by a Respondent, NYCEDC and CH 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, HPD, and CH.

18. NYCEDC are dedicated to furthering the participation of minority and women-owned businesses. All Respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services ("DSBS") as being women-owned or minority-owned. 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.

19. The City and NYCEDC reserve the right to 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.
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**

**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**
Doing Business Form-Real Property
Q&A General
Q&A Real Property
APPENDIX M - 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, except as expressly modified by the Statement of Modifications contained herein.

Sincerely,

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