

CONEY ISLAND EAST AMUSEMENTS

REQUEST FOR PROPOSALS



RELEASE DATE
MONDAY, FEBRUARY 6, 2017

SITE VISIT
FRIDAY, FEBRUARY 17, 2017

SUBMISSION DEADLINE
FRIDAY, MARCH 17, 2017

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EXECUTIVE SUMMARY

The New York City Economic Development Corporation (“NYCEDC”), in coordination with the New York City Department of Parks & Recreation, is seeking the development and operation of amusements, games and/or ancillary entertainment attractions on several city-owned sites in the Coney Island amusement area. Proposals should creatively activate the sites with compelling uses, and should further the economic development objectives of the 2009 Coney Island Comprehensive Rezoning Plan. The sites are comprised of multiple city-owned properties located between Surf Avenue and the Coney Island Boardwalk (“Boardwalk”), within the Coney Island amusement district. NYCEDC anticipates leasing the multiple Sites for a term of up to 10 years (See Site Description and Figure 1 for more details).

Coney Island is a favorite summer destination as well as a thriving residential community. On any summer day, the beach and boardwalk teem with an eclectic mix of families and performers. The public sector has invested more than \$400 million in the area since 2001 in amenities such as MCU Park, the home of the successful minor league baseball team the Brooklyn Cyclones; the new Stillwell Avenue Subway Terminal; the public plaza and pavilion at Steeplechase Plaza; lighting of the Parachute Jump; restoration and repair of the famous Coney Island Boardwalk; and the new 5,000 seat Ford Amphitheater. In order to preserve and grow the amusement parks, the City has also acquired certain properties in the historic amusement district and activated them, through public Requests for Proposals, with amusement uses. These properties include Luna Park, Scream Zone, and the Thunderbolt roller coaster. The number of visitors to Coney Island have reached records over the last several years, with approximately 3.5 million passengers taking the subway to Coney Island each summer to enjoy the beach, amusement rides and entertainment events.

At the turn of the 20th Century, Coney Island was known as “the People’s Playground.” A vibrant entertainment destination with amusement parks such as Steeplechase Park, Luna Park and Dreamland, restaurants, hotels and abundant retail shops, it attracted millions of visitors annually. However, beginning in the 1960’s, the amusement area began a decades-long decline. Through the efforts of NYCEDC and other stakeholders, an ambitious rezoning and revitalization strategy was approved in 2009 (“2009 Coney Island Comprehensive Rezoning Plan”), and with investments by the City and private sector partners, Coney Island started to flourish again. The amusement district is currently larger than it has been at any time since Steeplechase Park closed in the mid-1960s. Dozens of new businesses have opened in the area, including new full service restaurants and amenities that were precluded by the prior zoning. The number of annual visitors to Coney Island has grown steadily and there has been unprecedented and sustained public investment over the last 15 years, not limited to the amusement district but also including significant infrastructure upgrades serving the residential areas of Coney Island. Coney Island has emerged from decline to steady growth, yielding new economic activity, jobs, and increased opportunities for local residents.

The opportunity described within this Request for Proposals is a chance to build upon recent success with the development and operation of new uses at high profile locations along the Boardwalk.

INTRODUCTION/OBJECTIVE

NYCEDC and Parks seek to enter into a lease (or leases) for one or multiple Sites with an amusement operator and/or entertainment coordinator. Proposals to license Site A as described below and to lease Sites B through E also as described below (although Site A is offered pursuant to a license, hereinafter this RFP may refer for convenience to all of the Sites being offered pursuant to a leasing arrangement and, accordingly, all references in this RFP to a “lease” or “lease agreement” for the Sites shall mean and include a license for Site A.) The selected respondent will pay all applicable real property taxes (PILOT) and other customary charges payable with respect to the lease, if any.

A successful response to this Request for Proposals (“RFP”) will accomplish the following goals (“Development Goals”):

- Activate the currently vacant Sites with a compelling and exciting amusement or entertainment use or uses that will expand the Coney Island amusement core;
- Enhance the Coney Island visitor experience while maintaining Coney Island’s tradition of public access;
- Structure a financially feasible and economically viable project; and
- Expand and preserve quality jobs and maximize employment opportunities for disadvantaged persons through participation in the HireNYC Permanent Program (See Appendix 5), a free program that connects the City’s workforce development services to economic development projects.

At a minimum, proposals for use of the Sites must include the following elements:

1. Amusements and/or entertainment uses, such as rides, attractions, concerts and other performances, etc. consistent with those allowable in City Parklands
2. Elements for an enhanced visitor experience in keeping with Coney Island’s tradition of public access, including affordable pricing and compliance with the federal Americans with Disabilities Act and similar New York State (“State”) and City laws;
3. Proposed terms.

NYCEDC and Parks are open to proposals for all of the Sites or for each individual Site, as further described in the RFP. Proposals that consider all of the Sites comprehensively with year round uses will be viewed favorably. (All references in this RFP to “Site” or the “Sites” shall mean and refer to the singular and/or the plural, as applicable).

NYCEDC and Parks requires that all plans for the Sites be in accordance with all applicable City approvals and permits, which shall be obtained by the Selected Respondent (as defined below). A non-exhaustive list of relevant permits and approvals is included in Appendix 3.

NYCEDC and Parks anticipate a substantial investment in the Sites by the Selected Respondent, including but not limited to the installation of high-quality attractions at the Sites.

NYCEDC and Parks intend to review all responses by March 24, 2017 and anticipate sending draft agreements to short-listed Respondents for comments shortly thereafter. The draft agreement comments from Respondents will be used in the evaluation and selection process. For a more detailed project schedule, please refer to the Site File (as described below).

Each person or entity submitting a proposal in response to this RFP is referred to herein as a "Respondent." The Respondent or Respondents that are ultimately selected for the project through this RFP process are referred to herein as the "Selected Respondent."

SITES DESCRIPTION

The Sites consist of lots, partial lots and the de-mapped street ends of West 15th Street, Stillwell Avenue, and West 12th Street. Collectively, the Sites are approximately 150,000 square feet ("SF"). (See Figure 1)

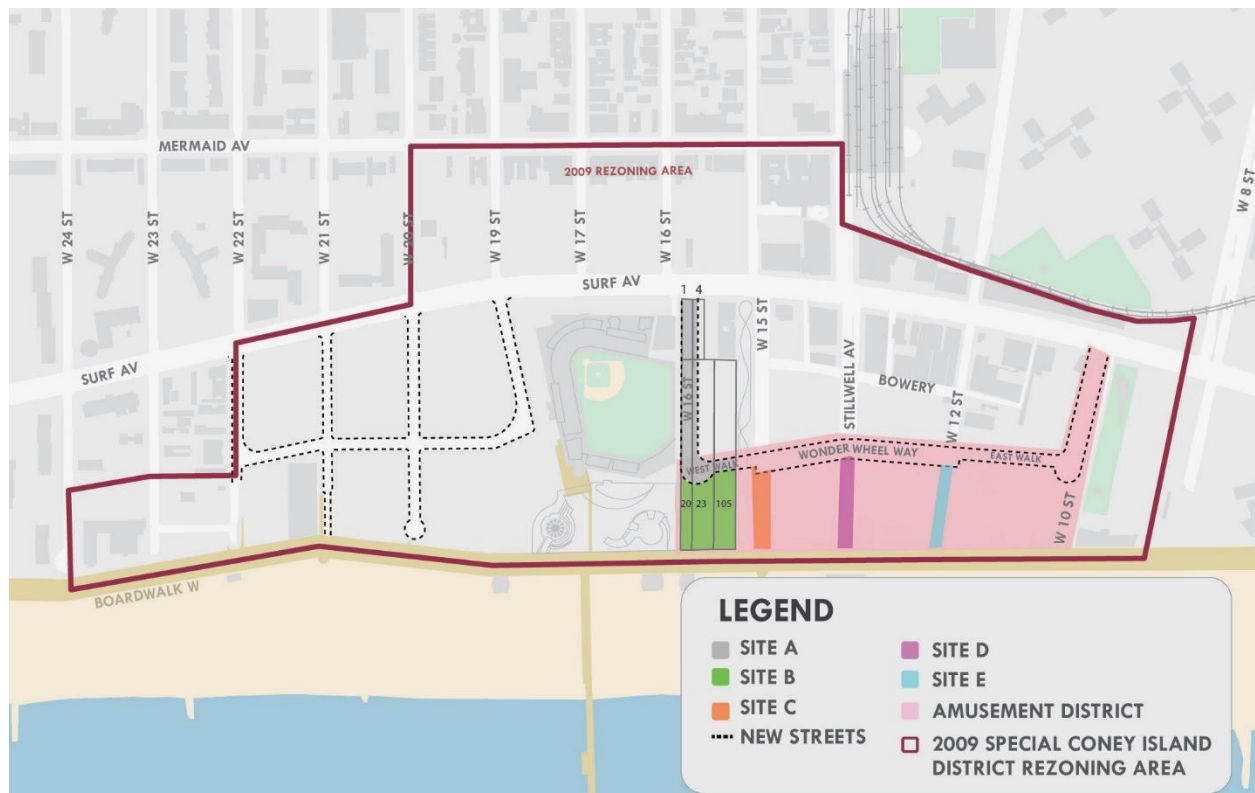


Figure 1: Map of the RFP Sites and Immediate Context

Site A

Site A is located in Block 7074 and is comprised of Lot 1 and parts of Lots 4, 20, 23, and 105. Site A's western boundary is a concrete sidewalk along the MCU Stadium and eastern boundary is a privately owned vacant site and the Thunderbolt Rollercoaster, which is located on City-owned property subject to an existing lease. Site A is approximately 41,000 SF. Lot 1, and part of lot 4 and lot 20 will comprise West 16th Street and parts of lot 20, 23, and 105 will comprise West Walk, both of which are undeveloped City mapped streets. Site A is offered as a revocable license. Respondents are encouraged to propose to construct paved public access along West 16th Street and West Walk to establish these as improved pedestrian connections, and may further propose to program these areas with food carts or concessions consistent with allowable street uses in accordance with New York City Department of Transportation ("NYCDOT") guidelines. Construction of West 16th Street and West Walk will allow pedestrian and vehicular access to the Site, but will not need to be constructed in accordance with NYCDOT specifications. Site A is being offered to Respondents as a terminable license agreement and not as a lease (See Figure 1 and Site File).

Site B

Site B is located in Block 7074 and is comprised of parts of Lots 20, 23, and 105. Site B's western boundary is the Boardwalk ramp and concrete sidewalk along the MCU Stadium and eastern boundary is the Thunderbolt Roller Coaster. Site B is approximately 48,000 SF and is vacant and overgrown with vegetation. Respondents must propose to develop this Site with amusements, games and/or ancillary entertainment attractions. Proposals should address pedestrian access and maintain or improve connections to the Boardwalk and existing points of access. At least 1 ramp must be provided for Parks' maintenance vehicles to access the beach, Boardwalk and underneath the Boardwalk (See Figure 2).

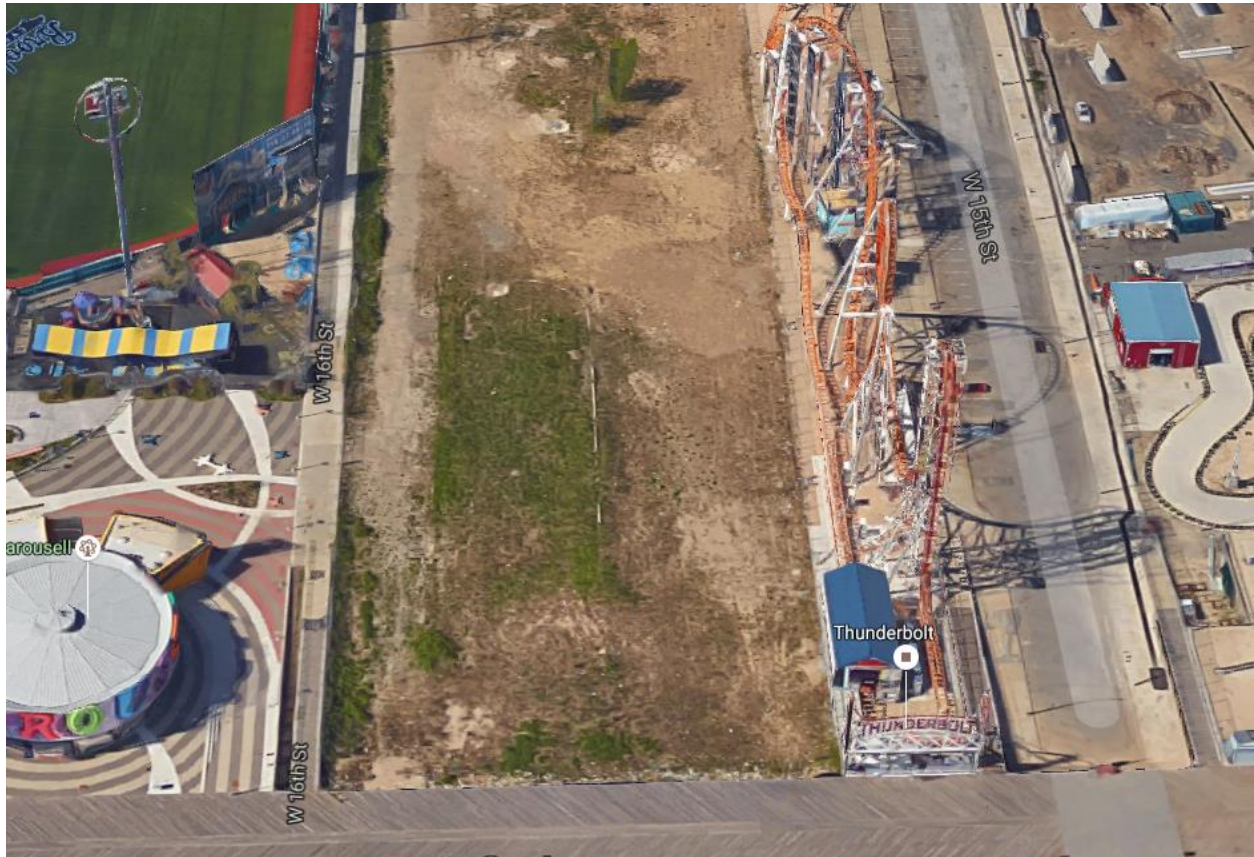


Figure 2: Aerial of Site B: Parkland

Site C

Site C is the de-mapped street end of West 15th Street, currently mapped parkland, and is approximately 21,600 SF, extending approximately 285 feet from the Boardwalk. The Site is currently paved with sidewalks and streetlights and terminates in the south with ramp access to the Boardwalk (See Figure 3). Respondents must propose to develop this Site with amusements, games and/or ancillary entertainment attractions. Proposals should address pedestrian access and maintain or improve connections to the Boardwalk and existing points of access. At least 1 ramp must be provided for Parks' maintenance vehicles to access the Boardwalk and the beach underneath the Boardwalk from the street end.

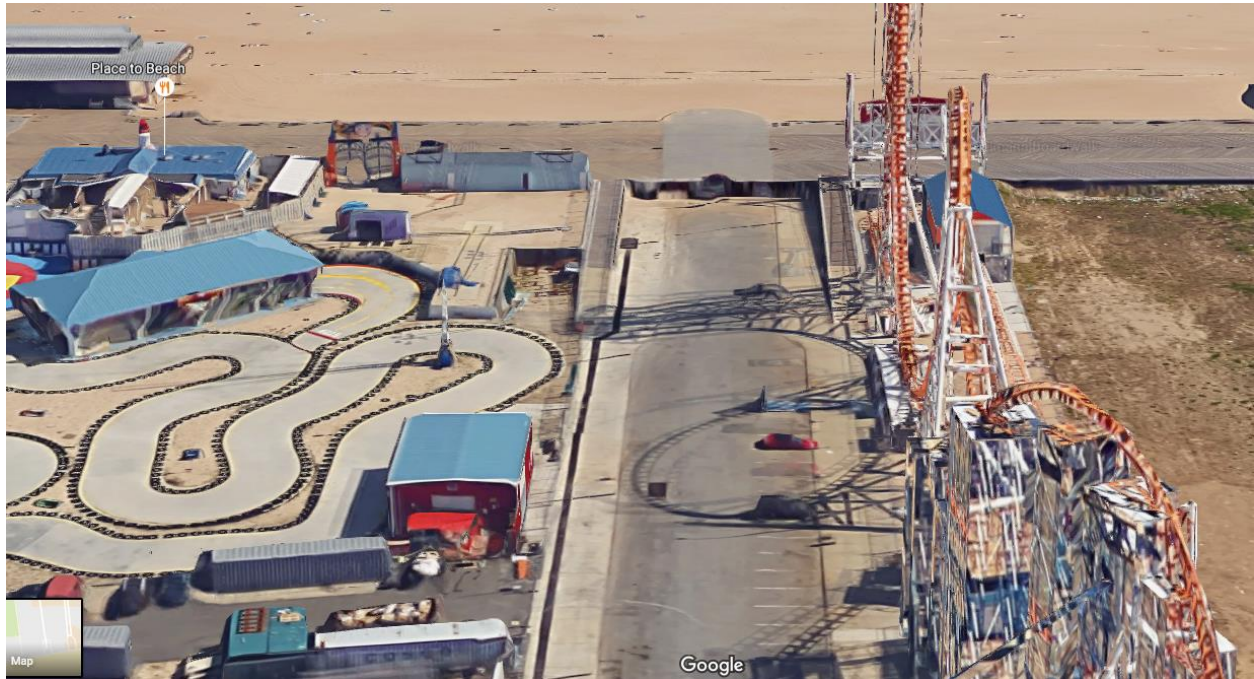


Figure 3: Aerial of Site C Former West 15th Street

Site D

Site D is the de-mapped street end of Stillwell Ave, currently mapped parkland. Site D is approximately 28,600 SF, extending approximately 335 feet from the Boardwalk. The Site is paved with sidewalks and streetlights and terminates in the south with ramp access to the Boardwalk (See Figure 4). The southern terminus of former Stillwell Ave is a landscaped ramp (See Figure 5). Respondents must propose to develop this Site with amusements, games and/or ancillary entertainment attractions. Proposals should address pedestrian access and maintain or improve connections to the Boardwalk and existing points of access. Respondents should consider this street end as a gateway entrance to the Boardwalk in their proposals.

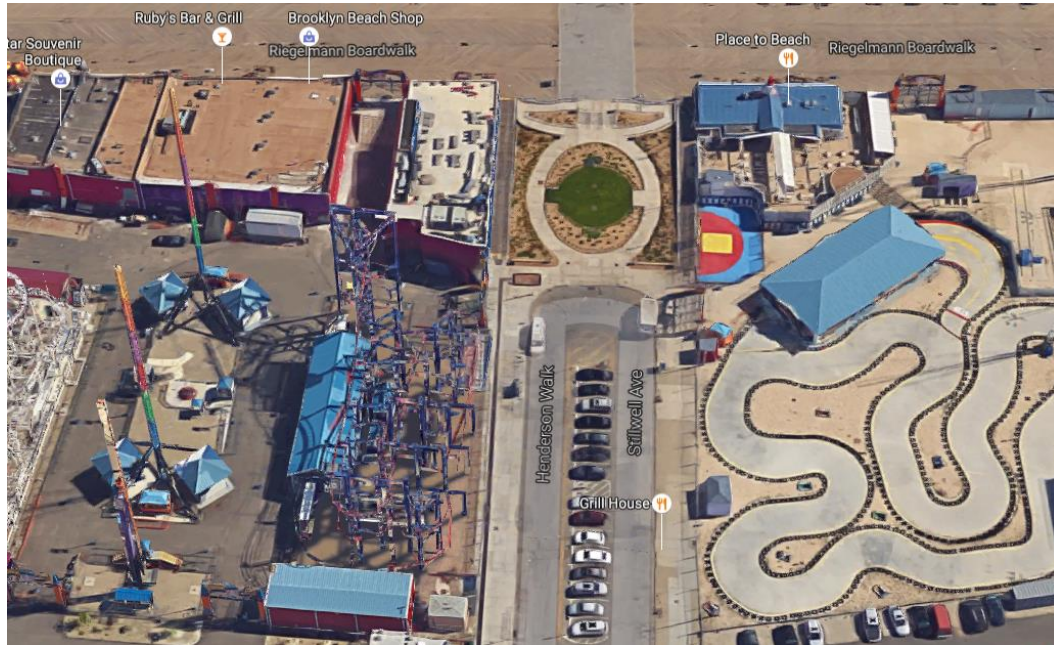


Figure 4: Aerial of Site D former Stillwell Ave



Figure 5: Streetview of landscaped terminus of former Stillwell Ave

Site E

Site E is the demapped street end of West 12th Street, now mapped parkland. Site E is approximately 13,250 SF, extending approximately 305 feet from the Boardwalk. Site E is paved with sidewalks and streetlights and terminates in the south with ramp access to the Boardwalk. Site E is adjacent to Nathan's Famous at the Boardwalk and Deno's Wonder Wheel (See Figure 6). An access easement agreement exists on a small portion of this Site between Parks and a private property owner. More detail regarding this easement is included in the Site File. The easement agreement must be considered and accommodated in the Respondent's proposal. A portion of the Site is currently occupied on a seasonal basis by a public plaza, maintained by the Alliance for Coney Island, which will remain undeveloped for the term of their maintenance agreement with NYCDOT. See Site File for details regarding public plaza features and maintenance agreement. The remaining portion of Site E must be developed as amusements, games and/or ancillary entertainment attractions. Proposals should address pedestrian access and maintain or improve connections to the Boardwalk and existing points of access. At least 1 ramp must be provided for Parks' maintenance vehicles to access the Boardwalk and the beach underneath the Boardwalk from the street end. (See Figure 6).

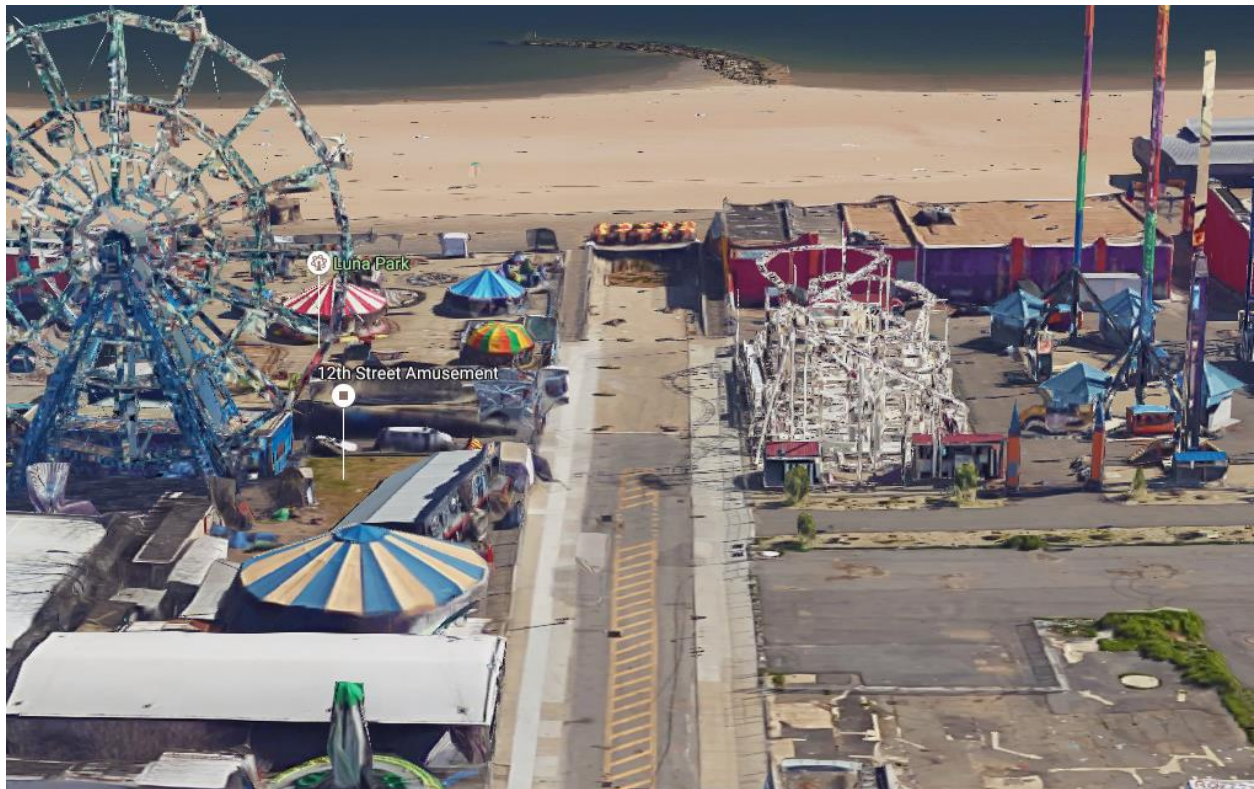


Figure 6: Site E: Former West 12 Street Streetview

Respondents to this RFP are advised that construction must be administered in accordance with all applicable laws. Respondents should take into consideration the dimension of the Sites, the existing public access routes, and the adjacent uses in preparing plans for Site improvements. Additionally, to the extent possible, construction should not impede public access to adjacent businesses or the Boardwalk during the normal operating season of the

Coney Island amusement parks, which typically commences in early-April and runs through late-October.

SITE CONTEXT

The Coney Island peninsula is located in Southern Brooklyn within Brooklyn Community District 13 (See Figure 7). At the center of the peninsula is the Coney Island amusement district, a 27-acre amusement and entertainment district, generally bordered by West 8th Street to the east, West 16th Street to the west, Surf Avenue to the north and Riegelmann Boardwalk to the south.



Figure 7: Context Map

Coney Island Today

The past six summers have witnessed great growth in visitors and the introduction of new amusement attractions. On November 13, 2009, NYCEDC released a Request for Proposals for amusement and entertainment operators for approximately 6.5 acres of property in the heart of the Coney Island amusement district.

On May 28, 2010, NYCEDC celebrated the opening of Luna Park at Coney Island, a new 3.1 acre amusement park that features 19 traditional and cutting edge rides. It is the first amusement park to open in Coney Island in nearly 50 years and more than doubled Coney Island's amusement area. The park takes its name from the original Luna Park, which operated at Coney Island from 1903 to 1946. In 2012, Scream Zone was developed and expanded to include a total of six new high thrill rides including roller coasters, sling shots, and go-carts. In 2013, NYCEDC released a Request for Proposals for amusement development on an additional City-owned lot on West 15th Street between the Boardwalk and Surf Avenue. The Thunderbolt

Rollercoaster opened in June 2014 and is the first custom-designed roller coaster to open in Coney Island since 1972.

In the immediate vicinity of the Sites are several area assets and major capital projects that are indicative of recent public investment in Coney Island and of its rebirth as an entertainment destination (See Figure 8).

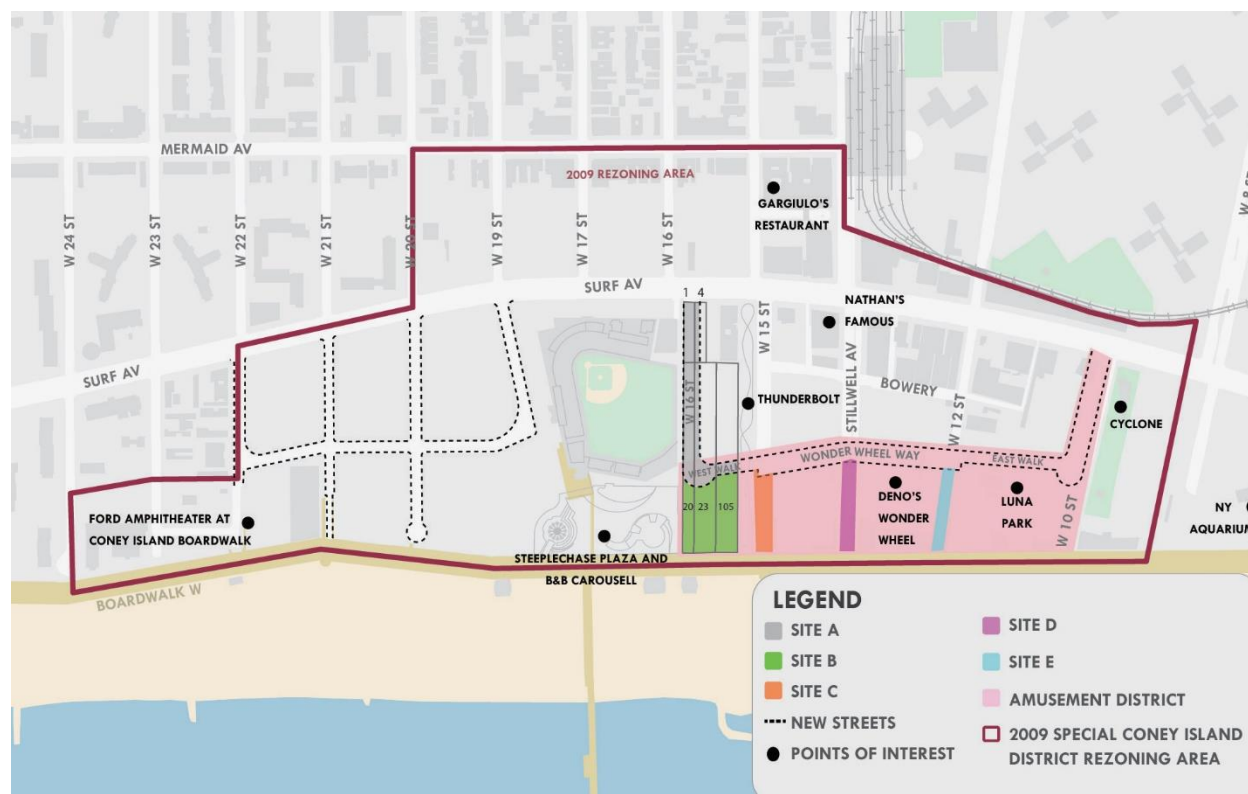


Figure 8: Map of RFP Site and Places of Interest in Coney Island

Potential Market

Currently, as many as 3.5 million visitors come to Coney Island every year. With its signature events and its iconic attractions, Coney Island ranks among the must-see destinations for more than 8 million City residents and 60 million annual visitors to the City.

Development Program

Below and in the sections that follow is a description of the anticipated development program for the Sites and instructions for the submittal of a response to this RFP.

The Development Program component of all proposals by Respondents to this RFP must include, at a minimum:

1. A plan to activate one or more of the Sites with an amusement and/or entertainment use(s);
 - a. For Site A: Construct paved public access pursuant to a terminable license agreement on West 16th Street and West Walk and program with food carts or concessions

consistent with allowable street uses in accordance with NYCDOT guidelines. Construction of West 16th Street and West Walk will allow pedestrian and vehicular access to the Site, but will not need to be constructed per NYCDOT specifications.

- b. For Sites B, C, D, and E: A plan to activate the parkland site and former street ends of West 15th Street, Stillwell Ave, and West 12th Street as amusement and /or entertainment use(s), addressing pedestrian access and connection to the Boardwalk and existing points of access.
2. A detailed construction plan to make improvements and commence operations, including articulation of any plans to install new structures; and
3. A plan for operations, weather permitting, between at least Palm Sunday and Columbus Day (the “Summer Season”) during the term of the lease.

The proposed development should be sensitive to the needs of those who live and work in the community. Accordingly, NYCEDC strongly encourages all proposals to include a structured plan and goals for utilization of Minority and Women Owned Business Enterprises (“M/WBE”) and for local hiring. For more information, see the Proposal Requirements section of this RFP.

DEVELOPMENT CONTROLS

Operations Guidelines

The information below is intended to guide Respondents with respect to NYCEDC’s expectations regarding the proposed operations. Respondents should incorporate responses to these guidelines in their proposals.

Food Service

The Selected Respondent may sell food and beverages to the public as part of its proposed operation. The sale of cigarettes, cigars, electronic cigarettes and other tobacco products is prohibited. Respondents should be aware that any staff assigned to sell food and beverages to the public must possess all federal, State and City authorizations and possess, and at all times display, appropriate New York City Department of Health and Mental Hygiene (“DOHMH”) permits. Food services may only be operated if the Selected Respondent has obtained the appropriate permits and authorizations required by DOHMH. A non-exhaustive list of DOHMH permits and other approvals can be found in Appendix 3.

Security

The Selected Respondent, at its sole cost and expense, shall be responsible for maintaining security at the Sites in accordance with plans approved in writing by NYCEDC. A security plan should be submitted.

Site Maintenance and Lighting

The Selected Respondent will be required, at its sole cost and expense, to maintain and operate the entire premises in good and safe condition and in accordance with industry standards. This includes the maintenance and repair of equipment and apparatuses, utility systems and

connections, lighting, and fixtures. The Selected Respondent will be required to provide sufficient lighting for the parcels to ensure a bright, lively and safe appearance both within and along the perimeter of the property. To ensure NYCEDC's and Parks' satisfaction with said compliance, the Selected Respondent will be required to provide NYCEDC and Parks' with full and free access to the property throughout the entire term of the lease.

Hours of Operation

It is NYCEDC's anticipation that the Selected Respondent will operate from noon to dusk, weather permitting, at the following frequencies: (1) on a daily basis from the Friday before Memorial Day through Labor Day, (2) on weekends/holidays from Palm Sunday to Memorial Day, and (3) on weekends/holidays from Labor Day to Columbus Day. Operations during the off-season (October to March) are also encouraged, as feasible.

Customer Service

NYCEDC expects the operator to create and maintain a high-quality recreational experience for the public. Respondents must propose customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms must be outlined in the Respondent's proposal.

Safety

Since safety is of the utmost concern, Respondents with prior experience in operating amusement or entertainment venues should submit their personal and/or company safety record. Respondents should also provide descriptions of the locations and types of facilities they have operated and a list of references. The Selected Respondent will be required to comply with all national safety guidelines and City, State and federal laws, rules and regulations related to the installation, operation, and maintenance of the proposed equipment and/or activities.

Rubbish Removal and Recycling

The Selected Respondent will be responsible, at its sole cost and expense, for regular clean-up and removal of all waste, garbage, refuse, rubbish and litter from the Sites and the area within fifty (50) feet of the Sites. The Selected Respondent must provide adequate, easily accessible waste and recycling receptacles and have these receptacles emptied on a daily basis and removed by a private carter. The Selected Respondent must comply with all City, State, and federal regulations regarding recycling. The Selected Respondent must keep all signs and structures in good condition and free of graffiti.

Staff

The Selected Respondent will be required to have a sufficient number of staff during regular operating hours to ensure proper operation of the Sites. An illustrative staffing plan must be included in each proposal.

Workforce

In keeping with its goal of extending economic opportunity to the surrounding neighborhoods, NYCEDC encourages Respondents to consider recruiting and retaining a diverse staff from the local Coney Island community and historically underrepresented populations. Each Respondent

is required to submit an M/WBE and Local Hiring Utilization Plan, as further described in the Proposal Requirements section below.

Utilities

The Selected Respondent shall be responsible for costs associated with utilities, including water, sewer, power, and telecommunications utilities. The Selected Respondent will be required, as necessary, to connect to and/or upgrade any existing utility service or create a new utility system, and obtain the appropriate permits and approvals.

DESIGN GUIDANCE

Designs in Keeping with Coney Island's Character are Strongly Encouraged

NYCEDC will look favorably on proposals that, in their site design, game selection, and proposal for operations, show consideration for the historic character of Coney Island as a publicly-accessible, affordable amusement park, a place for experimentation, innovation, whimsy and surprise, and an iconic part of the larger fabric of Brooklyn and the City.

Sensitivity to the Surrounding Context and Development Objectives

The City's 2009 Coney Island Comprehensive Rezoning Plan envisions an enhanced and enlarged amusement area, new pedestrian connections throughout the amusement district and better integration of the area's attractions and icons. While the full implementation of the rezoning plan will occur over an extended period, Respondents should develop their proposals with an understanding of the larger goals for the area. Additionally, Respondents are encouraged to develop their proposals in consideration of potential operational and promotional synergies between the proposed operations and other nearby attractions, including Luna Park, Deno's Wonder Wheel Amusement Park, the Cyclone Roller Coaster, the New York Aquarium, and the Brooklyn Cyclones Baseball Stadium. (For more information about current amusement area businesses and events, see <http://www.coneyislandfunguide.com>).

Green Building/Sustainable Design

NYCEDC supports green building and sustainable design, and encourages proposals that enhance the energy-efficiency of structures that use fewer raw materials, make the best use of natural light where appropriate, improve indoor air quality, and decrease the total impact on the natural and human environment.

Public Review, Environmental Review, and Approvals

The Selected Respondent should anticipate that the proposed project will require certain approvals. While the project has already satisfied the requirements of the City's Uniform Land Use Review Process ("ULURP") and environmental review under the City Environmental Quality Review Act ("CEQR") certain other approvals are necessary prior to execution of an agreement for the Sites, including approval by the Board of Directors of NYCEDC, and City Council and Public Design Commission approval may be required. A non-exhaustive list of potential permits, approvals and reviews necessary for the proposed operations is included in Appendix 3.

Insurance

The Selected Respondent will be required to carry **commercial general liability insurance in the amount of at least \$5,000,000 per occurrence** (an umbrella policy in combination with commercial general liability coverage shall be an acceptable method of obtaining this limit), **“Special Form” property insurance to cover full replacement cost of all properties required to be insured by the Selected Respondent, automobile insurance in the amount of \$1,000,000 combined single limit, and statutory limits of Worker’s Compensation, employer’s liability, and New York State disability insurance.** All policies other than employer’s liability, Worker’s Compensation, and disability insurance must name the City of New York and the New York City Economic Development Corporation as additional insured parties on a primary and non-contributory basis. The New York City Economic Development Corporation and the City of New York shall be named as “Loss Payee” on the Special Form Property Policy. Respondents are on notice that NYCEDC may revise these liability limits if, in the opinion of the NYCEDC’s Risk Manager, the proposed program warrants revision.

PROPOSAL REQUIREMENTS

Each proposal must contain the following elements:

A. Term Sheet

Each Respondent must complete all fields in the term sheet attached as Appendix 2. Respondents may provide separate term sheets for each Site. NYCEDC anticipates entering into a lease for the Sites (or a license for Site A) for a term of up to 10 years. Site A license will be terminable at will, with not more than 25 days’ notice.

B. Business Terms

In addition to submitting the completed term sheet in Appendix 2, each Respondent must submit the following information electronically on a CD in Excel format (soft-coded). The data should cover operations throughout the length of the proposed lease term.

Pro forma statements describing the development and operation of the project, including:

- Statement of assumptions on which all calculations are based, including revenue by source type (e.g., games, rides, food, etc.) per visitor and visitor levels as well as minimum returns sought;
- Construction budget delineating specific hard and soft costs;
- Sources and uses of funds during construction and after stabilization, including details of equity and financing sources (construction and permanent) and a break-out of all soft and hard costs and development and financing fees to be paid on the “uses” side. Please clearly indicate escalation rates, if

applicable, to account for any increases in construction costs in your budget or contingencies;

- Cash flow from program and operations, including all necessary capital improvements over time, reserves, debt service payments and lease payments (rent payments should be gross);
- Letters of interest and/or intent from lenders, if applicable; and
- Comparables for each revenue stream / use type, costs, etc. should be provided.

C. Project Description

Each Respondent must provide a detailed description of its proposed project for the Sites. The project description should include a detailed narrative describing relevant aspects of the project, including:

1. A narrative description of the proposed operations for the Sites, including the type and size of the proposed uses;
2. A comprehensive description of the Respondent's approach to each of the Operations Guidelines within the Development Controls section of this RFP, including:
 - Plan for food service, if any
 - Plan for subtenants, if any
 - Plan for security
 - Plan for site maintenance and lighting
 - Plan for hours of operation
 - Plan for customer service
 - Safety plan
 - Plan for rubbish removal and recycling
 - Staffing plan
 - Workforce outreach plan
 - Plan for construction of utilities
3. A comprehensive description of the Respondent's plan for any public reviews that may be required;
4. A comprehensive response to the Design Guidance within the Development Controls section; and
5. Employment generation projections and projected payroll information.

D. Respondent Description

Each Respondent must demonstrate sufficient financial resources and professional ability to develop the Sites or a Site in a manner consistent with its proposal. Respondents must also complete and submit a Doing Business Data Form, found in

Appendix 7. Each proposal must also include a description of the Respondent's management and/or development team, including:

1. The intended form and structure of any proposed partnership or joint venture and a diagram of the lessee and/or development entity, showing structure (percentages) of ownership, investment, profit-sharing and draw-downs.
2. Name, address, telephone number and qualifications of each member of the Respondent's team, including all persons or entities that will design, develop, manage, operate or lease space, as well as the lawyer and other professionals, as appropriate, who will be involved in the project. Respondents must provide the Federal EIN of the development entity and the social security number of its principals.
3. Background information on all members of the Respondent's team, including relevant experience of all principal members thereof and their availability for commitment to the project. This information must be submitted for every participant in a partnership or joint venture.
4. The latest credit report for each of the principals of the Respondent as well as the most recent financial statements for the Respondent, and, if the Respondent contemplates a separate entity entering into the lease or license, such entity and each of its principals. Certified net worth statements must be submitted for every participant in a partnership or joint venture.
5. Current operating budget and previous three years of audited financials for Respondent.
6. Any additional documentation or information evidencing the strength of the Respondent and its ability to complete the project.
7. Information on and references from any previous projects undertaken by the Respondent's team involving semi-permanent amusement operations.

F. Site Plan and Architectural Design

Each Respondent should provide schematic drawings for the proposed project, including site plans, renderings, and a summary of the proposed building program, if applicable, with all square footages identified.

G. Construction Plan

Each Respondent must provide a detailed construction schedule and staging area plan for the proposed project. Respondents are advised that their designs and plans are subject to approval by NYCEDC, and subject to all City, State, and federal permits, as applicable, including but not limited to those permits and approvals outlined in Appendix . The construction plan should reflect an understanding of the timing considerations of those approvals. Additionally, Respondents are advised that construction during the Summer Season is strongly discouraged and that the plan should preserve public access to neighboring business.

H. Local Law 34

Pursuant to Local Law 34 ("LL34"), amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in LL34. In order for the City to obtain necessary information to establish the required database, each Respondent must complete a Doing Business Data Form, found in Appendix 7, and

return it with the Proposal. The submission of a Doing Business Data Form that is not accurate and complete may result in appropriate sanctions. Respondents are encouraged to consult legal counsel with respect to the impact of LL34. Respondents may also wish to review the document *“Questions and Answers about the Doing Business Data Form”* (available for download at www.nycedc.com/DBAP). Note that responding to this RFP constitutes “doing business with the city” under LL34.

I. Minority and Women-owned Business Enterprise Program Plan

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

The target Participation Goal for a lease pursuant to this RFP is 20-35%. Respondents must submit a plan to address M/WBE participation in the project during the design and construction components of work related to the project (please see *Appendix 4 - M/WBE Plan*).

J. Hire NYC

Each Respondent must include within its Proposal a Hire NYC Program explaining how it will seek to achieve the Goals and other requirements, as indicated in Appendix 5: Hire NYC, and describing its experience conducting similar hiring and workforce development programs or undertaking other efforts to create employment opportunities for low-income persons. The Hire NYC Program should describe all programmatic details, including, as applicable, collaboration with SBS, implementation, record-keeping and monitoring processes and any other relevant information.

K. Living Wage and Prevailing Wage Requirements

The Respondent will be subject to the Living Wage Requirements, and the Prevailing Wage Law, as applicable, as defined in Appendix 6.

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

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

Please be sure that you review and understand all of the Living Wage Requirements and the requirements of the Prevailing Wage Law to understand how these requirements will affect the project. Additional details are provided in Appendix 6 – Living Wage and Prevailing Wage Requirements.

Contractual provisions implementing the Living Wage Requirements and the requirements of the Prevailing Wage Law will be incorporated into the legal documents.

L. Terms and Conditions

The Respondent must submit a notarized statement signed by an authorized principal or officer of the Respondent that the Respondent has read this RFP and the Appendices fully and agrees to the terms and conditions set forth herein and therein. (See Appendix 9).

SELECTION CRITERIA

NYCEDC and Parks will use the following criteria, in no order of importance, as a guideline to review submissions and, at NYCEDC's and Parks' discretion, select a proposal:

- A. *A Comprehensive Plan for Activating the Sites*
The proposal should reflect a comprehensive plan for activating the Sites, or any of them, with an amusement and/or entertainment use(s) by the 2018 Summer Season. NYCEDC will look favorably on proposals that activate the Sites as soon as possible with a quality use. The proposal should appropriately consider the phasing considerations necessary for the activation of the Sites and should present an achievable plan for making any necessary improvements and securing any necessary approvals in adequate time to operate throughout each season of the term.
- B. *Redevelopment Objectives and Development Controls*
The proposal should creatively address the development program as outlined, with particular attention to the economic development objectives of the overall 2009 Coney Island Comprehensive Rezoning Plan. The proposal should provide a comprehensive response to those items outlined in the Development Controls section of this RFP.
- C. *Development Team Qualifications*
The proposal should establish clearly that the Respondent has the experience, development skills, and financial resources necessary to complete a high-quality project on time and within budget.
- D. *Financial Feasibility*
The proposal should demonstrate:
 - 1. The Respondent's proven financial ability to complete the project;
 - 2. The availability of identifiable funding sources to finance the project; and

3. An economically viable mix of commercial games and uses that generate sufficient revenue to support operating expenses, capital maintenance costs and debt service.

E. Site Planning and Design

The proposal should incorporate thoughtful and innovative urban design and efficient site planning while maximizing the development potential of the Site(s) in a manner consistent with applicable zoning, environmental and other regulatory controls. Accordingly, the proposal should address pedestrian access, concessions, adjacent uses, and the Boardwalk.

F. Economic Impact on / Spending in the City

The proposal should indicate favorable economic impact on the City as a result of:

- All projected expenditures, including lease payments to the City/NYCEDC, construction expenditures and annual operating expenditures;
- Temporary (construction) and permanent on-site employment and payroll; and
- The value to the City of any applicable local taxes such as sales and personal income taxes.

G. Approvals

The proposal should indicate a clear understanding of all necessary approvals and should demonstrate that the project will be realized in a manner consistent with regulatory controls including, but not limited to, zoning, environmental restrictions, City Department of Consumer Affairs permits for amusement uses, City Department of Buildings permits for site improvements and occupancy, and City Department of Environmental Protection review (See Appendix 4 for a non-exhaustive list of potential permits and approvals).

Selected Respondent Due Diligence

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

The Site File, among other items, contains:

- Exhibit 1 – Environmental Impact Statement
- Exhibit 2 – Site Survey for all the properties
- Exhibit 3 – Filed maps
- Exhibit 4 – West 12th Street Access Easement Agreement
- Exhibit 5 – West 12th Street Plaza Maintenance Agreement

The Site File will be available for purchase for \$100.00, or may be viewed at no cost by appointment at the offices of NYCEDC, by request to Catherine Nguyen at cnguyen@edc.nyc.

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

Environmental Conditions

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

NYCEDC requires that the Selected Respondent takes the Sites "as-is" and assumes the obligation to remediate any environmental contamination, indemnify NYCEDC and the City for any claims that may be made against them in the future, and releases NYCEDC and the City from any claims that Selected Respondent may have in the future arising out of the condition of the Sites.

DISPOSITION PROCESS

Lease Negotiation Period

After review of the proposals, if NYCEDC, in its sole determination, elects to proceed with one or more of the proposals, NYCEDC will send the selected Respondents a lease agreement for review and comment. Comments will be due approximately two weeks following receipt of the lease agreement. Upon execution of the lease with the Selected Respondent(s) and in accordance with the provisions thereof, the Selected Respondent(s) must reimburse NYCEDC for the following costs and fees, due upon execution thereof:

- The cost of an appraisal to be completed prior to the execution of the lease, in compliance with the Public Authorities Accountability Act of 2005 and any additional items required for approval of the transaction.

NYCEDC anticipates that it may fully negotiate leases with multiple Respondents for the same Sites simultaneously. NYCEDC reserves the right at its sole discretion to terminate negotiations with or without cause with any Respondent and not to proceed with the project.

All work product submitted by the Selected Respondent(s) shall become the property of NYCEDC upon submission.

NYCEDC may, in its discretion, select one or more Respondents to be the Selected Respondent for the Sites or any of them.

Site Visit

An optional site visit will be held on **February 17, 2017** and will commence at the corner of West 16th Street and Surf Avenue at 12:00pm. Please note that participants in the optional Site Visit will be required to sign a waiver of liability prior to entering the property. Those who wish to attend the site visit must RSVP on or before **4:00pm on February 15, 2017** by emailing ConeyEastRFP@edc.nyc.

Conditions, Terms and Limitations

This RFP and any transaction resulting from this RFP are subject to the conditions, terms and limitations set forth in Appendix 9: Conditions, Terms and Limitations.

Submissions

Five (5) hard copies of the proposal and one (1) copy in Adobe .PDF format on disc, identified as “Coney Island East Amusement RFP” on the envelope must be submitted to and received by NYCEDC by **March 17, 2017 by 4:00pm**. All copies of the proposal should be clearly organized with a table of contents included near the beginning of the proposal. Proposals must be delivered to the following address:

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

Further Information/Questions & Answers

Respondents may submit questions and/or request clarifications from NYCEDC no later than 5:00pm on February 24, 2017. Questions regarding the subject matter of this RFP should be directed to ConeyEastRFP@edc.nyc. For all questions that do not pertain to the subject matter of this RFP, contact NYCEDC’s Contracts Hotline at (212) 312-3969. Answers to all questions will be posted weekly throughout the response period at ConeyEastRFP@edc.nyc, with the final posting by March 3, 2017.

APPENDIX 1: ESTIMATED TIMELINE

The following is an estimated timeline for major project milestones, which, as an estimate, is subject to modification, but around which Respondents should plan accordingly:

- February 6, 2017– NYCEDC Releases RFP
- March 17, 2017– RFP Responses Due by 4:00pm
- April 24, 2017 - draft leases to short-listed Respondent(s)
- May 10, 2017– NYCEDC Board of Directors Authorization
- Summer 2017– Execute Lease(s) with Selected Respondent(s)
- March 25, 2018– Target Date for Commencement of Operations

APPENDIX 2: TERM SHEET

Tenant:	<i>Provide Corporate Entity Name</i>
Property:	Coney East Amusement Site
Landlord:	New York City Economic Development Corporation
Premises:	<p>Brooklyn Block 7074</p> <p>Site A: Lot 1, parts of Lot 20, 4, 23, 105</p> <p>Site B: parts of Lot 20, 23, 105</p> <p>Site C: Street end of West 15th Street</p> <p>Site D: Street end of Stillwell Ave</p> <p>Site E: Street end of West 12th Street</p>
Use:	Amusement and/or entertainment uses, as will be described in the Tenant's response to the Request for Proposals
Project Description	Respondent to fill in
Lease Type:	Triple Net
Lease Commencement:	Respondent to fill in date
Rent Commencement:	Respondent to fill in date
Term:	Ten (10) years or a term that has been otherwise approved by NYCEDC (Site A terminable at will)
Renewal Term/Options	No renewal options
Renewal Rent	No renewals
Timelines	<p>Construction Commencement: Within [] days of lease execution, construction commencement shall occur. Substantial Completion: Within [] days of construction commencement, Tenant must obtain a temporary certificate of occupancy ("TCO") for the project.</p>
Extensions	In the event Tenant fails to meet any remediation or construction deadlines, provided

	no other default exists under the Lease, the above deadline(s) may be extended as follows ("As-of-Right Extensions"): (i) three consecutive 1 month extensions upon payment of a \$25,000.00 per month extension fee; (ii) thereafter three additional consecutive 1-month extensions upon payment of a \$50,000.00 per month extension fee. In no event shall the As-of-Right Extensions exceed an aggregate 6 consecutive months for any given deadlines. Should one deadline be extended through payment of an As-of-Right Extension fee, as set forth above, a corresponding extension shall result in the other deadlines, as applicable.
Construction Cost Overruns	Tenant shall be solely responsible for all construction cost overruns and change orders.
Due Diligence	<p>The Premises will be leased in as-is, where is and with all faults condition, without any abatement or reduction in, or credit or allowance against, rent payable under the Lease by reason of any loss, damage, destruction or deterioration thereto or thereof following execution of the Lease.</p> <p>Tenant shall be solely responsible for the payment of all costs and expenses incurred in the course of all due diligence activities, planning, design and construction of the project, including reimbursement to NYCEDC for any such costs expended by NYCEDC.</p>
Site Prep / Remediation	Tenant will be responsible for site preparation costs, including demolition.
Environmental	Tenant will be responsible for all environmental issues.
Base Rent Schedule Over Lease Term:	To be proposed by Respondent, and subject to confirmation by appraisal.
Percentage Rent Schedule Over Lease Term:	To be proposed by Respondent, and subject to confirmation by appraisal.
Capital Reserve Fund:	Tenant shall, at all times, maintain an annual capital reserve of [], which will increase annually by the higher of (i) the CPI or (ii) [] per annum, which the Tenant shall certify is an adequate amount to cover all reasonable and

	expected capital costs associated with the Premises for the Term of the Lease.
Lease Payment Reserve Fund:	Tenant shall, at all times, maintain an annual lease payment reserve of [], which will increase annually by the higher of (i) the CPI or (ii) [] per annum, which the Lessee shall certify is an adequate amount to cover all reasonable and expected costs associated with the Premises for the Term of the Lease.
Escrow	Tenant shall deposit with Lease Administrator [], to be held in escrow for the purpose of funding sites preparation and remediation (the "Site Preparation Fund"). If the Tenant fails to meet its obligations under the Lease, then the funds in escrow are payable to Lease Administrator for the purpose of remediating and preparing the Premises for new development.
Assignment & Subletting:	Tenant shall not sublease, transfer, or assign its interest in the Lease, without the prior written approval of Lessor in its sole discretion.
Security Deposit:	\$_____ due at execution of the Lease.
Payment in Lieu of Taxes:	Tenant shall pay to the City Department of Finance an annual sum in the amount equal to the real property taxes that would be due and payable if the Premises were not owned by the City.
Approvals and Fees:	At its sole cost and expense, Tenant will be required to perform and take all actions which are necessary, including payment of all fees, to obtain all discretionary public approvals and determinations required to proceed with the project.
Impositions	Tenant shall pay all impositions that, at any time during the Lease term, are or would be, assessed, levied, confirmed, imposed upon, or become due and payable, or would be charged with respect to (i) the Premises, or (ii) any other appurtenances on the Premises, (iii) any future Business Improvement District, or (iv) other assessments .
Opening & Operating Covenant:	As outlined in the Development Controls section of the RFP.

Landlord's Work:	None.
Tenant's Work:	
Delivery Date:	Construction Commencement: Within [] days of Lease execution, construction commencement shall occur. Substantial Completion: Within [] days of construction commencement, Tenant must obtain a temporary certificate of occupancy ("TCO") for the project.
Delivery Conditions:	As-is
Financing Commitment Proof of Equity:	Tenant must demonstrate sufficient financial resources and professional ability to lease and develop the property in a manner consistent with Tenant's response to this RFP.
Appraisal:	Tenant will be responsible for the cost of an appraisal to be performed by an independent appraisal firm selected from among those on retainer with NYCEDC.
M/WBE Plan:	the Tenant shall submit to NYCEDC an M/WBE Utilization Plan.
HireNYC Plan:	Tenant shall agree to use good faith efforts to meet the hiring goals set forth in the Hire NYC guidelines shown in Appendix 5.
Indemnification:	Tenant shall forever defend, indemnify, and hold harmless the City and NYCEDC and their respective official, directors, members, principals, servants, officers, agents, representatives and employees from and against any and all obligations, liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses and judgments of whatever kind or nature, known or unknown, contingent or otherwise arising from the Lease agreement and the project including, without limitation personal or bodily injury (including death) of or to any person or persons, including, without limitation from or related to the presence, release, storage, transportation or disposal of hazardous materials, or any damage to property of any nature.
Transfer and Use Restrictions:	Tenant shall not without the prior written approval of NYCEDC in its sole discretion be

	permitted to sublease, sell, or otherwise assign its interest in the Lease.
Title to building and materials	The City will own any capital improvements made on the Site.
Cancellation Terms:	In addition to termination in the event of a default, NYCEDC may elect to terminate the Site A license agreement with due notice to Tenant and payment by NYCEDC of a termination payment of an amount equal to the unamortized capital investment. Respondent shall propose a lease amortization payment schedule in their response to this RFP.
Brokerage:	No broker
Permitted Alterations:	
Return Obligation:	Clean site at Lease expiration. Improvements in good condition and repair, ordinary wear and tear excepted. In the event of casualty, Tenant to replace.

APPENDIX 3: RELEVANT PERMITS, APPROVALS, AND REVIEWS

The below is a non-exhaustive list of potential permits, approvals, and reviews that may be necessary for the proposed operations.

Potential Permits

- Department of Buildings, Temporary Place of Assembly Permit (<https://www1.nyc.gov/nycbusiness/description/temporary-place-of-assembly-certificate-of-operation/apply>)
- Department of Buildings, Certificates of Occupancy (<https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>)
- Department of Buildings, Construction Permits (<https://www1.nyc.gov/site/buildings/business/how-to-obtain-a-permit.page>)
- Department of Buildings, Amusement Rides Permits, various (<http://www1.nyc.gov/site/buildings/about/forms-amusement-ride.page>)
- Department of Environmental Protection, Site Connection Permits (http://www.nyc.gov/html/dep/html/forms_and_permits/sewer.shtml#a1)
- Department of Environmental Protection, Permit for Portable Generator (<http://www.nyc.gov/html/dep/pdf/air/ar504.pdf>)
- Department of Consumer Affairs, Permanent Amusement Device License (<https://www1.nyc.gov/site/dca/businesses/license-checklist-amusement-device-permanent.page>)
- Department of Consumer Affairs, Amusement Arcade License (<https://www1.nyc.gov/site/dca/businesses/license-checklist-amusement-arcade.page>)
- Department of Parks and Recreation, Special Event Permits (http://www.nycgovparks.org/sub_permits_and_applications/planning_an_event.html)
- Department of Transportation, Sidewalk and Street Construction Permits (<http://www.nyc.gov/html/dot/html/permits/stpermit.shtml>)
- Department of Health and Mental Hygiene, Food Protection Certification (<https://www1.nyc.gov/nycbusiness/description/food-protection-certificate>)
- Department of Health and Mental Hygiene, Food Establishment Permit (<https://www1.nyc.gov/nycbusiness/description/food-service-establishment-permit>)
- Department of State, Certificate of Authority to Collect Sales Tax (<https://www.tax.ny.gov/bus/ads/webdtf17.htm>)

Potential Reviews and Approvals

For lease execution

- NYCEDC Board of Directors approval
- Department of Investigations, VENDEX Investigation (www.nyc.gov/venDEX)
- City Charter Section 384(b)(4)
- City Council approval (Special Process Agreement Amendment with Mayoral signature)
- Public Design Commission review and approval

APPENDIX 4: M/WBE PLAN

1. M/WBE Participation Goal

- a. Participation Goal - The target Participation Goal for the Project is 20-35%. This range reflects the minimum to the optimal Participation Goal for the design and construction components of work related to the proposal (the "Work").
- b. The target Participation Goal range represents a percentage of the hard costs and soft costs associated with the Work (the "Eligible Costs") that will be paid to contractors, subcontractors and supplier firms certified with the New York City Department of Small Business Services ("DSBS") as MBEs or WBEs. Respondents shall identify their Participation Goal in their M/WBE Participation Proposal ("Proposal"). The Participation Goal may be calculated as follows:
 - I. 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.
 - II. 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.
 - III. 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.
 - IV. 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.
 - V. Joint Ventures: A contractor, direct subcontractor or indirect subcontractor that is a qualified joint venture, as defined in Section 6-129(c)(24), shall be permitted to count a percentage of its own participation toward fulfillment of the Participation Goal. The value of such a contractor, direct subcontractor or indirect subcontractor's participation shall be determined by subtracting from this total dollar amount any amounts that the contractor, direct subcontractor or indirect subcontractor pays to subcontractors or suppliers, and then multiplying the remainder by the percentage to be applied to total

profit to determine the amount to which an M/WBE partner is entitled pursuant to the joint venture agreement. If a contractor, direct subcontractor or indirect subcontractor claims credit for participation as a qualified joint venture, then upon NYCEDC's request, 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.

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

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

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

Please note that if a 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 Lease or contract of sale agreement, as applicable, assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of Work required to be awarded to M/WBE contractors, subcontractors and suppliers to meet the Participation Goal and the dollar amount the Respondent actually awarded and paid to such M/WBEs. In addition, the Respondent shall provide NYCEDC with certified reports detailing Respondent's compliance with its M/WBE Participation Plan and Participation Goal.

APPENDIX 5: 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 Permanent 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 Permanent 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 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 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 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 5, 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 5, 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 5, Section II Program Requirements, clauses 1 and 2 (a), through (j).
 - b. Set forth in full the requirements in the HireNYC Permanent Program Appendix 5, 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 5, 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 6: 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 April 1, 2016, the “living wage” is equal to the sum of \$11.70 per hour (in cash) plus \$1.70 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 nonexempt company is referred to as a “covered Respondent”). A covered Respondent 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 7: DOING BUSINESS DATA FORM

The Respondent shall complete and submit a Doing Business Data Form which can be found within the Doing Business Accountability Project Forms section at www.edc.nyc/resources/vendor-resources.

The text of said section provides as follows:

Doing Business Accountability Project Forms

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

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

[Doing Business Form-Real Property](#)

[Q&A Real Property](#)

APPENDIX 8: NYCEDC STATEMENT OF AGREEMENT

(On company letterhead)

Date:

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

Dear Ms. Catalano:

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

Sincerely,

Respondent

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

APPENDIX 9: 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 Sites are to be disposed of in “as is” condition and are to be conveyed subject to all applicable title matters.
2. The City and NYCEDC, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, the Site File, the physical condition of the Sites, the status of title thereto, 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 Sites, the information contained herein, and all limitations or other arrangements affecting the Sites. NYCEDC and the City will not be responsible for any injury or damage arising out of or occurring during any visit to the Sites.
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, executive orders (including recently-announced Executive Order No. 19), 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 may be subject to”), the City Environmental Quality Review (“CEQR”), approval by the applicable Community Board, approval by the City Council , and approval by NYCEDC’s Board of Directors. All compliance shall be solely at the expense of the Respondent(s). NYCEDC will cooperate with the Respondent(s) in obtaining necessary approvals.
4. A Respondent submitting a proposal in response to this RFP may be rejected if it or, if the Respondent is a business entity, any of its shareholders, officers, directors, partners or members (“Principals”) is determined, in the City’s or NYCEDC’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCEDC will not generally do business. Respondent and all officers and Principals thereof will be required to complete a background questionnaire and shall be subject to investigation by NYCEDC and the City’s Department of Investigation. Any designation may be revoked in the City’s or NYCEDC’s sole discretion in the event any derogatory information is revealed by such investigation.
5. NYCEDC and the City are not obligated to pay and shall not pay any costs incurred by any Respondent at any time unless NYCEDC or the City has expressly agreed to do so in writing.
6. NYCEDC invites the participation of real estate brokers acting on behalf of Respondents and with the authorization of identified Principals, provided that the broker arranges for the payment of its commission or other compensation exclusively by the Respondent. The submission of a proposal will constitute the Respondent’s undertaking to pay any commission or other compensation due to any broker acting on behalf of Respondent in connection with the Respondent’s proposal to develop the Sites, or a portion thereof, and to indemnify and hold harmless NYCEDC and the City, and their respective officers, employees and agents from any obligation, commission or compensation brought by any broker by reason of the proposal, project or the development of the Sites, or portion thereof, and any liability, cost and/or expense incurred by NYCEDC and/or the City as a

result of any claim of commission or compensation brought by any broker by reason of the proposal, project or the development of the Sites.

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 an RFP not a Request for Bids. NYCEDC shall be the sole judge of each proposal's conformance with the requirements of this RFP and of the merits of the individual proposals. NYCEDC reserves the right to waive, modify or amend any terms, conditions or provisions of this RFP, with or without notice, with respect to one or more Respondents, to negotiate with one or more of the Respondents with respect to the Sites or any portion of the Sites, to negotiate and dispose of the Sites 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 Sites or portions of the Sites from or add individual parcels to this RFP, to encourage Respondents to work together, or to reject any or all proposals, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all proposals are rejected, this RFP may be withdrawn and the Sites may be retained, and re-offered under the same or different terms and conditions. In all cases, NYCEDC, conferring with other agencies, authorities and organizations, shall be the sole judge of the acceptability of the proposals. NYCEDC will enforce the submission deadline stated in the RFP at its sole discretion. The timing of the selection may differ depending upon the degree to which further information on individual proposals must be obtained or due to other factors that NYCEDC may consider pertinent. All proposals shall become the property of NYCEDC upon submission.
9. NYCEDC and/or the City are not obligated to pay, nor shall in fact pay, any costs or losses incurred by any Respondent at any time, including the cost of responding to the RFP or negotiating legal agreements.
10. All terms in this RFP related to the permitted use of the Sites shall be as defined in the New York City Zoning Resolution and any applicable Urban Renewal Plan, design guidelines, or similar imitations and controls. Where any conflict arises in such terms, the most restrictive shall prevail.
11. Except as specifically provided herein, the Respondents(s) will pay all taxes payable with respect to the project, including transfer and mortgage recording taxes. Respondent(s) 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 Respondent(s) being responsible for all fees relating to the project and all costs incurred by NYCEDC including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.
13. All proposals and other materials submitted to NYCEDC in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law ("FOIL"). The entity submitting a proposal may provide in writing, at the time of submission a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This

characterization shall not be determinative, but will be considered by NYCEDC when evaluating the applicability of any exemptions in response to a FOIL request.

14. In furtherance of NYCEDC's mission of economic development, NYCEDC-led dispositions will be subject to NYCEDC's standard provisions for similar transactions. The lease, or contract of sale agreement, if applicable, conveying the Sites, or portion thereof, to the Respondent(s) shall contain redevelopment obligations as well as restrictions on use and transfer of the Sites. Failure to comply with these restrictions will result in a right by NYCEDC or the City to terminate the lease.
15. The Respondent(s) will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the Sites for the first eight (8) years after the closing of the project. The Respondent(s) must also agree in good faith to consider any proposals made by the City or City-related entities with regard to jobs Respondent(s) is seeking to fill and to provide the City with the opportunity to make job referrals and create a training program for City residents. Respondent(s) will be required to cause commercial tenants to agree to these provisions at the time it enters into leases with such tenants.
16. Upon review of the Site File, Respondents, and their representatives and agents and consultants, shall treat their proposals and all information obtained from the Site File or otherwise obtained from NYCEDC or the City in connection with this RFP (the "Confidential Information") confidentially, and shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to the press or other media, without NYCEDC's prior written approval. In addition, upon submission of a proposal to this RFP, Respondents, and their representatives and agents and consultants shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Respondents or any other person, firm or entity, including press or other media, without NYCEDC's prior written approval. If either provision is breached by a Respondent, NYCEDC may disqualify that Respondent from the RFP as non-compliant and seek any other remedy available at law or in equity, including but not limited to injunctive relief and/or damages.
17. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of NYCEDC and the City.
18. The Respondent(s) may choose to apply to or seek the cooperation or involvement of other City or State programs and Agencies. In the event that other information, City documentation, or State documentation is required for the proposal, the Respondent(s) agrees to provide NYCEDC with all information and documentation required by the City or State.
19. The City and NYCEDC may, at their discretion, contribute funds to development projects and/or permit the Respondent(s) to apply for discretionary tax abatements in order to further the project goals or effectuate policy goals regardless of the requirements of Respondent's submissions.