



**Project #10548
Addendum # 1
2/16/2024**

This amendment includes changes to two primary areas of the RFP:

- 1. Two additional optional information sessions will held virtually on February 22nd and March 21st.**
- 2. Site eligibility is expanded to allow for Programs taking place on Private Sites and Public Sites, both of which are defined in the below amendment text.**

To All Respondents:

- 1. The *fourth paragraph of Section I. INTRODUCTION* is hereby amended and restated as follows:**

This Request for Proposals (“RFP”) seeks to identify innovative facilities development or improvement proposals (“Programs”) that are eligible to receive City Capital funding. The Fund will provide City Capital for specific projects (“Projects”) that are part of the overall Program—a Project must consist of one of the following: the acquisition of real property, construction of facilities, or the purchase of equipment. Programs must be at a single site (i.e. no multi-site proposals), initiated by nonprofit entities or joint ventures including a nonprofit entity. The site can either be (i) privately-owned property (such property, a “Private Site”), or (ii) property owned by NYCEDC, the City, the State of New York, or the federal government (a “Public Site”) that is subject to a ground lease, lease, sub-lease, sub-sub-lease, or similar agreement (each, a “Lease”) to the entity undertaking the Project.. NYCEDC is seeking creative proposals that advance commercialization, industry growth, and employment opportunities within the Innovation Industries, and as such encourages non-profit/for-profit joint ventures. NYCEDC generally seeks to fund no more than 50% of the total Program cost. Additional details about eligible Programs, Projects, and Respondents are set forth below.

- 2. The *fifth paragraph of Section I. INTRODUCTION* is hereby amended and restated as follows:**

Respondents to this RFP (“Respondents”) may submit Program proposals (“Proposals”) in three rounds, having submission deadlines of April 12, 2024, October 2, 2024, and April 4, 2025 (“Submission Deadlines”). Optional informational sessions will be held on January 17, 2024, **February 22, 2024, and March 21, 2024**. See Section VI (D) “Submission Procedures” for more information and a list of key dates.

- 3. *Section IV. PROPOSAL REQUIREMENTS, Subsection 2. Program Development Plan, Paragraph 2B* is hereby amended and restated as follows:**

- 2B – Transaction Structure: Description of proposed transaction structure for space acquisition (i.e. condo, lease, building), if applicable. The description should include name of entity leasing or acquiring condominium, organizational chart of the entity, key business terms, including rent rates or acquisition cost, lease and rent commencement dates, and lease term (if applicable).

Please note funding for an Acquisition or Construction Project on a Private Site will require a Declaration (as defined herein) to be recorded against the property in the first position and Respondents should submit: (i) a list of existing lien holders on the property, and, (ii) if leasing the space, a letter from the property owner acknowledging the requirement to the recording of the Declaration in the first position, that the Project complies with the terms of the lease, that the improvements will not be removed during their useful life, and the improvements will be used for a City Purpose (as defined herein) for their useful life.

Please note funding for an Acquisition or Construction Project on a Public Site may require the City Purpose Covenant (as defined herein) and any other terms or provisions required by NYCEDC or the City (“City Provisions”) to be included in certain material real estate agreements and/or other transactional documents to which the Respondent is or will become a party (the “Material Agreements”). Examples of Material Agreements include, but are not limited to, a Declaration, Funding Agreement, or Lease. If leasing or subleasing the space, Respondents should submit (i) evidence that the term of the Lease (whether already existing or to-be-executed) is at least as long as the useful life of the improvements, and (ii) letters from owner of the Public Site (and, in the case of a sublease, all sublandlords) acknowledging the potential requirement to include the City Purpose Covenant and other City Provisions in the applicable Material Agreements, including—in the case of a preexisting Lease—by amending the Material Agreements and any other affected agreements. The letter(s) should state that the Project complies with the terms of the Lease, that the improvements will not be removed during their useful life, and the improvements will be used for a City Purpose for their useful life.

4. The second paragraph of Section VI. TERMS AND CONDITIONS OF CITY CAPITAL GRANTS, Subsection A. Summary of Award Process is hereby amended and restated as follows:

Following the CAL, the Project will be reviewed and approved by the City’s Office of Management and Budget (“OMB”). Final approval of the City Capital grant is contingent upon review, approval, and registration of the funding agreement and/or other Material Agreements, with the Comptroller’s Office. Only after this process will funding be made available on a reimbursement basis. In total, this process takes approximately 18-24 months, depending on a variety of factors.

5. Section VI. TERMS AND CONDITIONS OF CITY CAPITAL GRANTS, Subsection B. Summary of Certain Key Requirements is hereby amended and restated as follows:

B. Summary of Certain Key Requirements

The following is a summary of certain key requirements that the Respondent and Project must meet in order to receive City Capital.

- **Funding Agreement** – A successful Respondent will be required to enter into a Funding Agreement and/or other Material Agreements with NYCEDC setting forth terms and conditions of receiving any City Capital (“Funding Agreement”). For informational purposes, forms of the separate Funding Agreements for (i) acquisition of real property, (ii) construction on privately-owned property, and (iii) outfitting of privately-owned property with equipment are attached as Appendix 2, 3 and 4, respectively. Respondents should review these references to familiarize themselves with the requirements of the Funding Agreements. Note that these documents are subject to change and are not binding on NYCEDC unless and until a Funding Agreement for a specific Project has been finalized, approved, and executed by NYCEDC and the Funding Agreement registered with the Comptroller.
- **Declaration or Security Agreement** – In addition to a Funding Agreement, a successful Respondent will be required to enter into a Declaration of Restrictive Covenant (“Declaration”) for acquisition or construction on a Private Site, or Security Agreement, for equipment purchases. For informational purposes, forms of the Declaration and Security Agreement are attached as Appendix 5 and 6, respectively. These agreements will be adapted to conform to requirements for the specific approved Project.
 - **City Purpose Covenant.** Respondent must contractually agree to use the Project for its City-approved purpose (the “City Purpose”) for its useful life—the “City Purpose Covenant.” Useful life is at least 3 years for technology equipment projects, (such as computer systems and servers) 5 years for all other equipment Projects and between 10 and 30 years for real property acquisition and construction improvements, though this will be verified after review of the application. On Private Sites, the City Purpose Covenant must be included in the Declaration (as described below). On Public Sites, the City Purpose Covenant and other City Provisions may have to be included in the Lease or other Material Agreements. In the case of a preexisting Lease, this may require amending the Lease and/or other Material Agreements. Respondents should determine the feasibility of making these changes and securing the cooperation of the relevant parties in order to do so.
 - **Declaration.** For acquisition and construction Projects on Private Sites, the City Purpose Covenant will be set forth in the Declaration, which runs with the land and binds Respondent and successors. As a result, a successful Respondent must record the Declaration against the Premises (hereinafter defined). In addition, the Declaration must be a first-position lien against the Premises so any existing mortgages or liens on the Premises will need to be subordinated to the Declaration or removed as a lien against the Premises. The priority of the Declaration will need to be confirmed and secured by a title insurance policy for the Declaration, in favor of the City.
 - **Security Agreement.** For equipment funding, the City will be granted a lien against the City-funded equipment, as evidenced by the Security Agreement and a UCC-1 to be filed with the New York Department of State. A UCC-3 must be filed omitting the City-

funded equipment from any existing liens against the Respondent's moveable equipment.

- **Directive 10.** Respondents should also review *Comptroller's Directive 10: Charges to the Capital Projects Fund*, as revised February 17, 2023, attached as Appendix 1. This Directive identifies the broad categories of projects or purposes appropriate for capital funding and provides interpretive guidance for the most commonly encountered situations. It should not be viewed as an all-inclusive statement of the requirements that apply to the use of City Capital.
- **Status of Respondent.** A Respondent must include an active, operating non-profit entity that can demonstrate the capacity to complete the Project and operate it for the useful life of the Project.
- **For-Profit Ownership Interests or Joint Ventures** – For the purposes of this RFP, a nonprofit/for-profit joint venture in which a for-profit entity has an equity stake in the Program may be eligible only upon approval.
- **Property Ownership Requirements.**
 - **Private Sites:** Construction Projects on Private Sites must be sited on real property (the "Premises") that is owned by the Respondent—except that the Premises may be leased by the Respondent if certain conditions are met, including the term of the lease is at least as long as the useful life of the improvements and the Declaration is recorded in position lien as detailed in the "Declaration" section, above. Initial Outfitting projects may be sited on leased Premises so long as the term of the lease is at least 5 years from the date of the disbursement of City funds.
 - **Public Sites:** Construction or Acquisition Projects on Public Sites must be sited on Premises that are subject to a Lease and must meet certain conditions, including, without limitation, that the term of the Lease is at least as long as the useful life of the improvements, that the improvements are not removed during their useful life, and that the City Purpose Covenant and other City Provisions are included in the Lease and/or other Material Agreements, as detailed in the City Purpose Covenant section, above.
- **Budget.** Before NYCEDC will execute the Funding Agreement, Respondent must prepare a budget for the Project and show that it has sufficient funding to (i) complete the Project and (ii) otherwise comply with the Funding Agreement. After the Project is underway, Respondent is responsible for any costs or expenses in excess of the budget.
- **Disbursement of City Capital.** NYCEDC does not advance City Capital for purchases or payments; Respondent can receive City Capital only on a reimbursement basis. The Funding Agreement sets forth the requirements of each reimbursement request. Respondent must plan its Project to take into account the time it will take NYCEDC to evaluate and respond to reimbursement requests.



- **Timeline and Process.** If NYCEDC selects a Respondent for this RFP, it will so advise Respondent in the form of a Contingent Award Letter (“CAL”). Although an organization may spend its own funds prior to the execution of a Funding Agreement, any such prior expenditure is at the organization’s sole risk and may not ultimately be reimbursed.

6. The second paragraph of Section VII. SUBMISSION PROCEDURES is hereby amended and restated as follows:

An optional informational session will be held on January 17, 2024 at 2:00 p.m. virtually and at NYCEDC, 1 Liberty Plaza, New York, NY 10006. Those who wish to attend should RSVP by email to greenlightRFP@edc.nyc on or before Thursday, January 16. **Additional, optional informational sessions will be held on February 22, 2024 at 2:30pm virtually and March 21, 2024 at 2:00pm virtually. Those who wish to attend should RSVP through Zoom using the below links on or before 5:00pm the day prior to the information session.**

- Optional Info Session: [February 22, 2024, 2:30pmET](#)
- Optional Info Session: [March 21, 2024, 2:00pmET](#)

Additional informational sessions may be scheduled at later dates. Those who are not able to attend the information session may submit questions and/pr request clarifications from NYCEDC by emailing greenlightRFP@edc.nyc. NYCEDC will respond to questions in multiple round (dates listed below) and post responses to the project web page.

7. The Key Events and Dates of Section VII. SUBMISSION PROCEDURES is hereby amended and restated as follows:

Key Events and Dates

<i>Release of Greenlight Innovation Fund</i>	<i>December 5, 2023</i>
<i>Optional Information Session (hybrid event)</i>	<i>January 17, 2024</i>
<i>First Deadline to Submit Questions to NYCEDC</i>	<i>February 2, 2024</i>
<i>Optional Information Session (virtual event)</i>	<i>February 22, 2024</i>
<i>Deadline for EDC to Respond to First Round of Questions</i>	<i>February 23, 2024</i>
<i>Second Deadline to Submit Questions to NYCEDC</i>	<i>March 15, 2024</i>
<i>Optional Information Session (virtual event)</i>	<i>March 21, 2024</i>
<i>Deadline for EDC to Respond to Second Round of Questions</i>	<i>March 29, 2024</i>
<i>First Proposal Submission Deadline</i>	<i>April 12, 2024</i>
<i>Subsequent Submission Deadlines</i>	<i>October 2, 2024 April 4, 2025</i>



- 8. All requirements of the original RFP shall remain in full force and effect, except as set forth in this Addendum and any other previously issued Addenda.
- 9. All capitalized terms set forth in this Addendum shall have the same meaning as set forth in the RFP being amended hereby.

THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER AND ATTACHED TO THE TECHNICAL PROPOSAL WHEN SUBMITTED.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By: Maryann Catalano

Title: Chief Contracting Officer, Contracts

ACKNOWLEDGED AND AGREED:

Name of Proposer: _____

By: _____

Title: _____

Date: _____