

REQUEST FOR PROPOSALS

New York City Economic Development Corporation



Willets Point Development Phase I

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I. INTRODUCTION

New York City Economic Development Corporation (“NYCEDC”), acting on behalf of the City of New York (the “City”), is pleased to invite you to submit a development proposal (a “Proposal”) for Phase 1 of the Willets Point District (“District”) development in Queens, New York. We have made this invitation exclusive to Respondents to the 2009 Willets Point Redevelopment Request for Qualifications.

The Willets Point District development is a rare opportunity to create an entirely new neighborhood and a model green community. Situated on 61.4 acres, the District, when fully built, will include 8.94 million square feet of development including over 5,000 new mixed-income housing units, millions of square feet of retail and commercial space, hotel and convention center facilities, community facilities, and new open space improvements to complement Citi Field, Downtown Flushing, and other nearby destinations. The City has undertaken and continues to make significant investments in infrastructure, and property acquisition towards this transformation. The City has also obtained approvals for an Urban Renewal Plan for the District (the “Urban Renewal Plan”), which includes a change in the underlying zoning of the District to a C4-4 designation, and the establishment of a Special Willets Point District (the “Special District Zoning”).

In this current offering for Phase 1, Respondents as hereinafter defined, will be given the opportunity to develop the District’s prime location, consisting of 12.75 acres (the “Phase 1 Site”) located adjacent to Citi Field and a major MTA Subway and Long Island Rail Road transportation hub. It is anticipated that build-out of the Phase 1 Site will form a vibrant mixed-use core (the “Project”), anchoring future development efforts in the District. The selected Respondent will also be given the preferential opportunity to negotiate for rights to future stages of the District development. Proposals must include both a detailed development plan for the Phase 1 Site as well as a conceptual vision plan for the larger District.

To expedite the transformation of the District, NYCEDC, in collaboration with other City agencies, has developed a conceptual plan for the Phase 1 Site, including a fixed development program (the “Phase 1 Approved Program”). The Phase 1 Approved Program has been publicly disclosed and has undergone environmental reviews. It is the City and NYCEDC’s strong preference to select a Project that substantially conforms to the Phase 1 Approved Program; Proposals that vary from the Phase 1 Approved Program will require further environmental review and may require additional public approval(s). The Phase 1 Approved Program allows for redevelopment of the Phase 1 Site with the following uses:

- Up to 680,000 SF of retail space;
- Up to 400 units of mixed-income housing;
- Up to 387 hotel rooms;
- Not less than 2.08 acres of publicly-accessible open space;
- Accessory parking pursuant to zoning requirements, including street parking; and
- 7.5 acres of un-built buffer area to be located outside the Phase 1 Site, between the Phase 1 Site and the remainder of the District.

Proposals should also strive to address the following development objectives (the “Development Objectives”) for the District, conceived through the City’s community outreach processes:

- Improve environmental conditions in the District;
- Create a regional retail and entertainment destination that will enhance economic growth in Downtown Flushing and Corona;
- Create a larger, expanded Flushing core by integrating the two sides of the Flushing River through land use and design;
- Complement the adjacent recreational and sporting facilities;
- Provide a substantial number of new housing units, at minimum, 35% of which must be affordable to a mix of incomes;
- Optimize use of existing highway, public transit, and parking infrastructure to minimize local traffic impacts;
- Provide a world-class example of superior urban design, with a focus on green building and sustainable design practices; and
- Create substantial positive economic value for the City and provide a source of quality jobs for area residents.

Respondents are encouraged to form teams with fellow Respondents, or others, to create the most compelling development response with development experience across asset classes. Each team must declare an entity to act as team leader; however, such entity is not required to be the initially designated Respondent of this RFP. The Respondent that is ultimately selected for the Project through this RFP process is referred to herein as the “Selected Developer.”

The redevelopment of Willets Point is an inter-agency effort, involving the Office of the Deputy Mayor for Economic Development, NYCEDC, New York City Department of Housing Preservation and Development (“HPD”), New York City Housing Development Corporation (“HDC”), New York City Department of Environmental Protection (“DEP”), New York City Department of City Planning (“DCP”) New York City Department of Transportation (“DOT”), and New York State Department of Transportation (“SDOT”).

NYCEDC will lead an interagency review committee to choose the Selected Developer and intends to execute a contract of sale by early 2012.

II. PROJECT HISTORY AND BACKGROUND

The District is an approximately 61.4-acre area located in northeastern Queens bounded to the south by Roosevelt Avenue; to the east by the Van Wyck Expressway and the Flushing River; to the north by Northern Boulevard; and to the west by 126th Street.

Stakeholder Outreach and Input

Over the past 50 years, there have been several attempts to redevelop the District. Current planning efforts began in 2001 with a design workshop led by HPD. The workshop explored redevelopment ideas and recommended land uses that would connect the District with neighboring communities and complement nearby attractions and facilities. Suggested land uses included entertainment facilities; hotels serving LaGuardia and Kennedy Airports; and restaurants and retail shops that would profit from visitors to downtown Flushing, Flushing Meadows-Corona Park and Citi Field. In 2002, the City identified Flushing as an area with growth potential and subsequently created the Downtown Flushing Task Force, which outlined land use and economic goals for the redevelopment of the District in its Downtown Flushing Development Framework (the “Framework”).

Using the Framework, the City and NYCEDC conducted significant outreach to public and neighborhood stakeholders to discuss redevelopment of the District. In 2004, the Willets Point Advisory Committee (“WPAC”) was created to advise the City in planning efforts for the District.

In addition to its public outreach and planning efforts, NYCEDC engaged the private development community to gauge developer interest and to better understand program alternatives for the District. In 2004, NYCEDC issued a “Development Request for Expressions of Interest” and received fourteen (14) responses. In 2006, eight (8) of the initial respondents were invited to respond to a “Development Targeted Request for Proposals” and seven (7) of those respondents submitted proposals. While none of the proposals was selected as part of that process, the proposals provided important development insights and market data. In 2009, the City released a Request for Qualifications (“RFQ”) for the Phase 1 Site and received twenty-nine (29) responses, indicating strong private-sector interest in the Project. Respondents to the 2009 RFQ form the recipient list for this RFP.

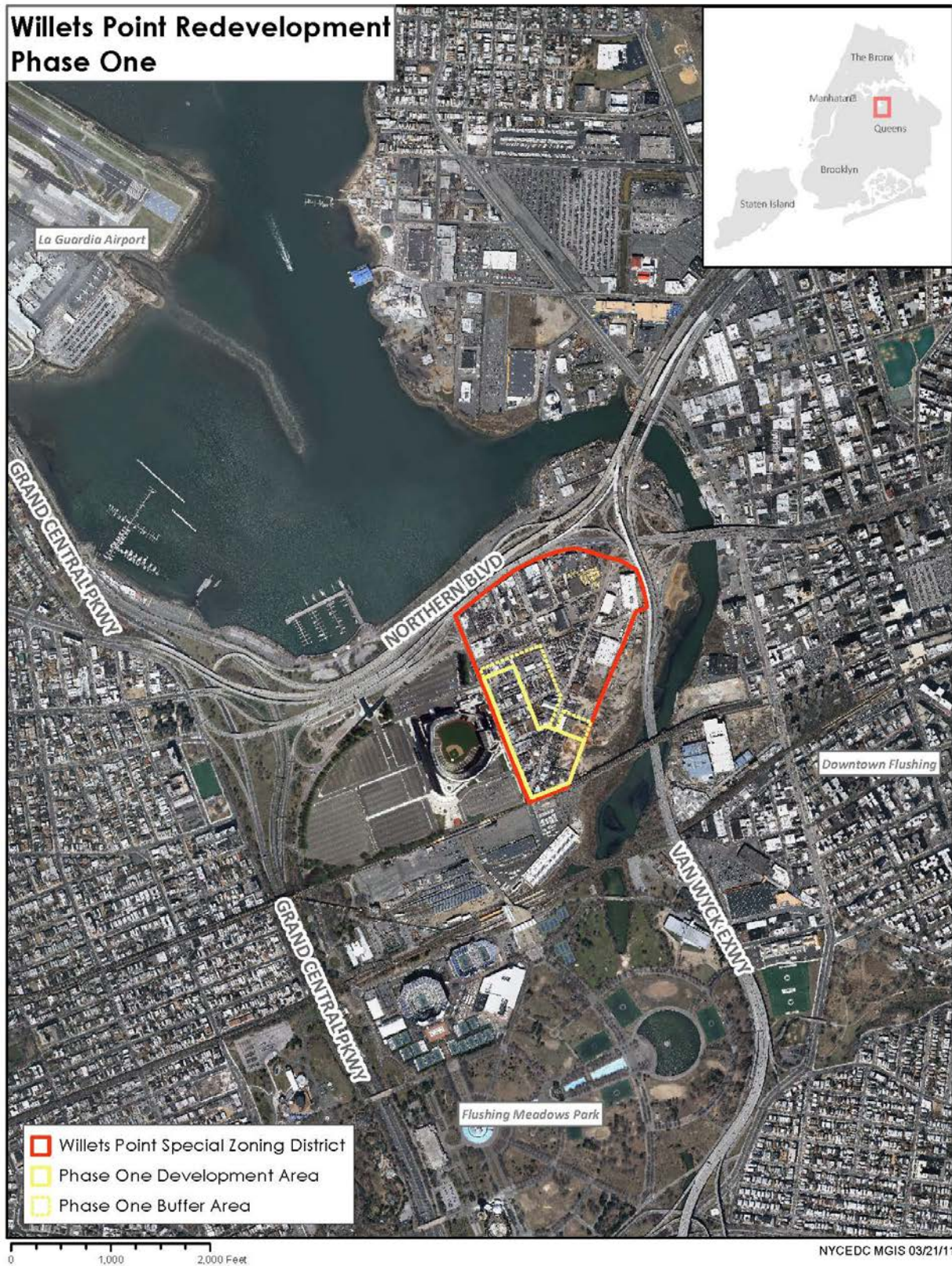
Environmental Review and Entitlement Efforts

Insights from the stakeholder engagement processes influenced the rezoning, Urban Renewal Plan and other discretionary actions undertaken by the City. Following the preparation of a Final Generic Environmental Impact Statement (“FGEIS”) pursuant to the State Environmental Quality Review Act (“SEQRA”) and a public review process under the Uniform Land Use Review Procedure (“ULURP”), the Willets Point Development Plan was approved by the City Planning Commission and by the City Council on September 24, 2008, and November 13th, 2008 respectively. The approvals changed the underlying zoning of the District from an M3-1 district (with a small area zoned R3-2) to a C4-4 district, and created an Urban Renewal Plan and the Special District Zoning.

As a result of these approvals, the Selected Developer will not be required to undertake ULURP provided the selected Proposal conforms to the Urban Renewal Plan and the Special District Zoning.

The environmental impacts of the Willets Point Development Plan were assessed and disclosed via the FGEIS and four (4) associated Technical Memoranda (including the fourth technical memorandum dated February 10, 2011, hereinafter referred to as the "Tech Memo", which, among other matters, addressed the Project), all collectively the "Environmental Documents". The Environmental Documents are available in the Site Information File and for download on NYCEDC's website: <http://www.nycedc.com/willetpoint>.

III. AERIAL LOCATION MAP OF THE DISTRICT



IV. AERIAL MAP OF THE PHASE 1 SITE



V. SITE CONTEXT AND DESCRIPTION

Wilets Point is located at the crossroads of some of Queens' most dynamic neighborhoods and near premier public amenities. To the east of the District is the vibrant urban core of Downtown Flushing. West of the District is Citi Field and the well-developed residential neighborhood of Corona. To the north of the District lies Flushing Bay, and associated marina facilities, and to the south is the famous Flushing Meadows-Corona Park, home of both the 1939 and 1964 World's Fair sites and the USTA Billie Jean King National Tennis Center.



Figure 1: District Context Map

Transportation

The District is easily accessible via public transportation. The No. 7 subway, which runs above Roosevelt Avenue, stops within a five-minute walk of the majority of the Phase 1 Site. The Long Island Rail Road stops in nearby Flushing Meadows-Corona Park, and is accessible to the District via a pedestrian bridge. Numerous bus routes run along the District, including direct routes to nearby La Guardia Airport with stops along Northern Boulevard and Roosevelt Avenue.

Citi Field

The Phase 1 Site benefits tremendously from its proximity to Citi Field, the recently completed new home of the New York Mets, located across 126th Street. Citi Field has evolved into a destination complete with world-class dining facilities, cultural exhibitions of the Mets franchise history, and other family-friendly amenities. In addition to expanding and upgrading the stadium facilities, the new stadium features unprecedented amenities beyond the ballgame experience. Restaurant and beverage tenants include, amongst others, Blue Smoke Barbeque, Shake Shack, El Verano Taqueria, and Big Apple Brews. In addition, the stadium offers the Mets Hall of Fame Museum, the Mets 2K Sports Fan Fest, and the Clubhouse Shops. All of these features combine to transform an outing to the ballgame into a day-long entertainment and shopping experience. During non-game days, Citi Field is host to corporate conferences, trade shows, concerts, and private events.

Flushing Meadows-Corona Park

Flushing Meadows-Corona Park covers approximately 1,255 acres and is a major recreational and cultural destination for Queens' residents and visitors from throughout the New York metropolitan area. The park hosts numerous festivals and sporting events throughout the year. The park contains amenities and attractions which include the following:

- Flushing Bay Promenade: To the north of Northern Boulevard is the Flushing Bay Promenade, which winds along Flushing Bay for approximately 1.4 miles from LaGuardia Airport to Willets Point and provides access to the World's Fair Marina and a restaurant located north of Citi Field Stadium, as well as many sitting areas located throughout the promenade;
- The USTA National Tennis Center: The center contains three stadia and is host to year-round tennis events, including the annual U.S. Open. The complex also includes 30 additional tennis courts which are open during the year for tennis clinics and camps, as well as for general public use;
- The 1939 New York City Pavilion: The pavilion currently contains the Queens Museum of Art (QMA). The museum opened in 1972 and attracts approximately 200,000 visitors a year;
- The New York Hall of Science and the Queens Wildlife Center: These institutions include New York City's primary hands-on science and technology museum, attracting approximately 275,000 visitors each year;
- The New York State Pavilion: This pavilion, designed for the 1964 Fair, is now used as theater space;
- The Queens Botanical Garden: The Garden covers 39 acres, with a 21-acre arboretum, and hosts educational programming and other events;

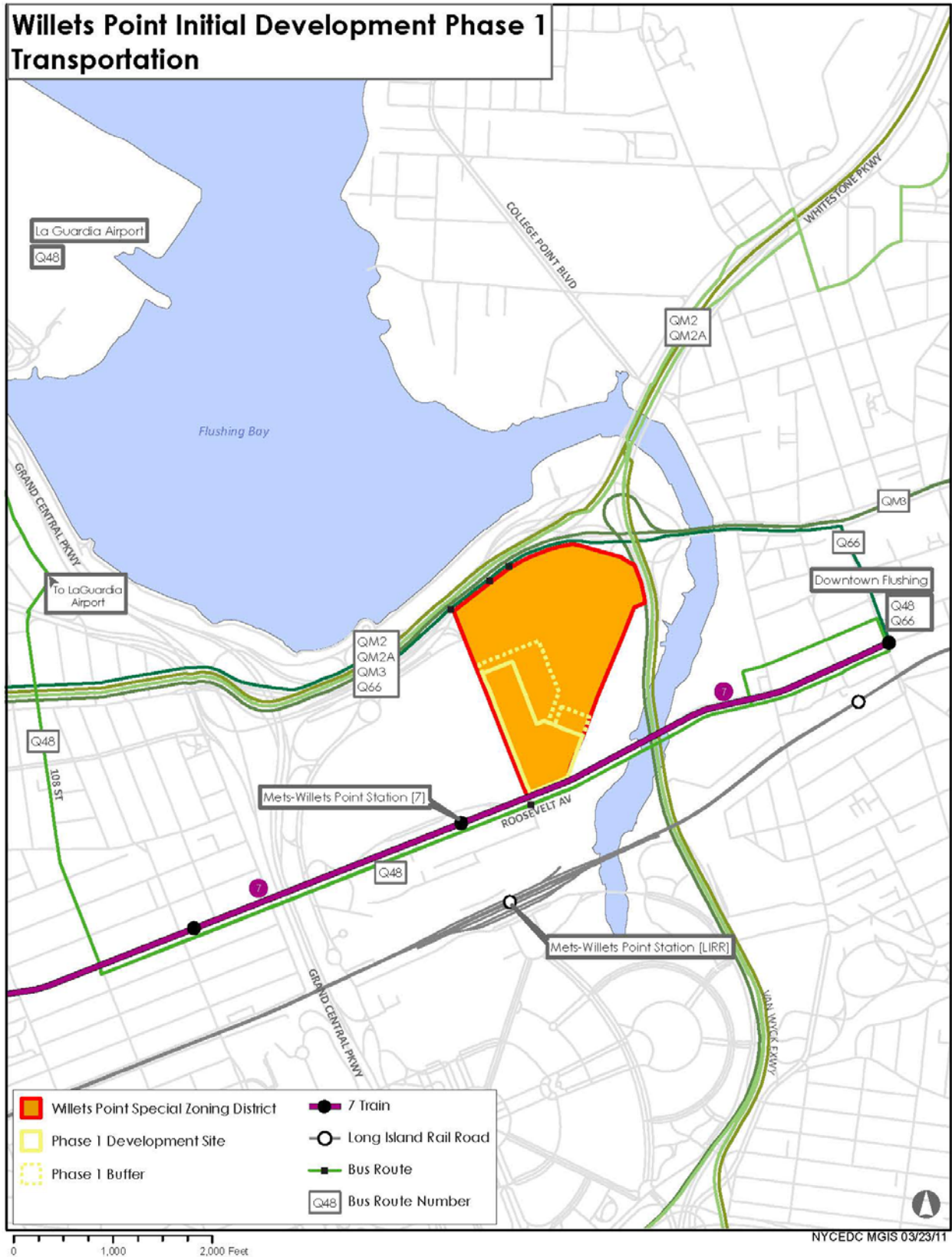
- Aquatic Center and Ice Skating Rink: A \$66.3 million aquatic center, encompassing an Olympic-sized indoor pool and an NHL regulation-sized skating rink, opened in 2008. The facility, utilized by schools, leagues and community members of all ages, is the largest recreation complex in any New York City park, at 110,000 square feet;
- The Terrace on the Park Catering Hall: The upscale facility accommodates weddings, birthdays, bar/bat mitzvahs, fundraisers, galas, holiday parties and other social and ceremonial events and offers both indoor and outdoor ceremony venues, catering facilities, and a refined grand ballroom; and
- Areas for passive and active recreational uses: The park offers a pitch and putt golf center, boat rentals on Meadow Lake, several baseball, cricket, and soccer fields, a number of playgrounds for children of all ages and many pathways and sitting areas.

Downtown Flushing

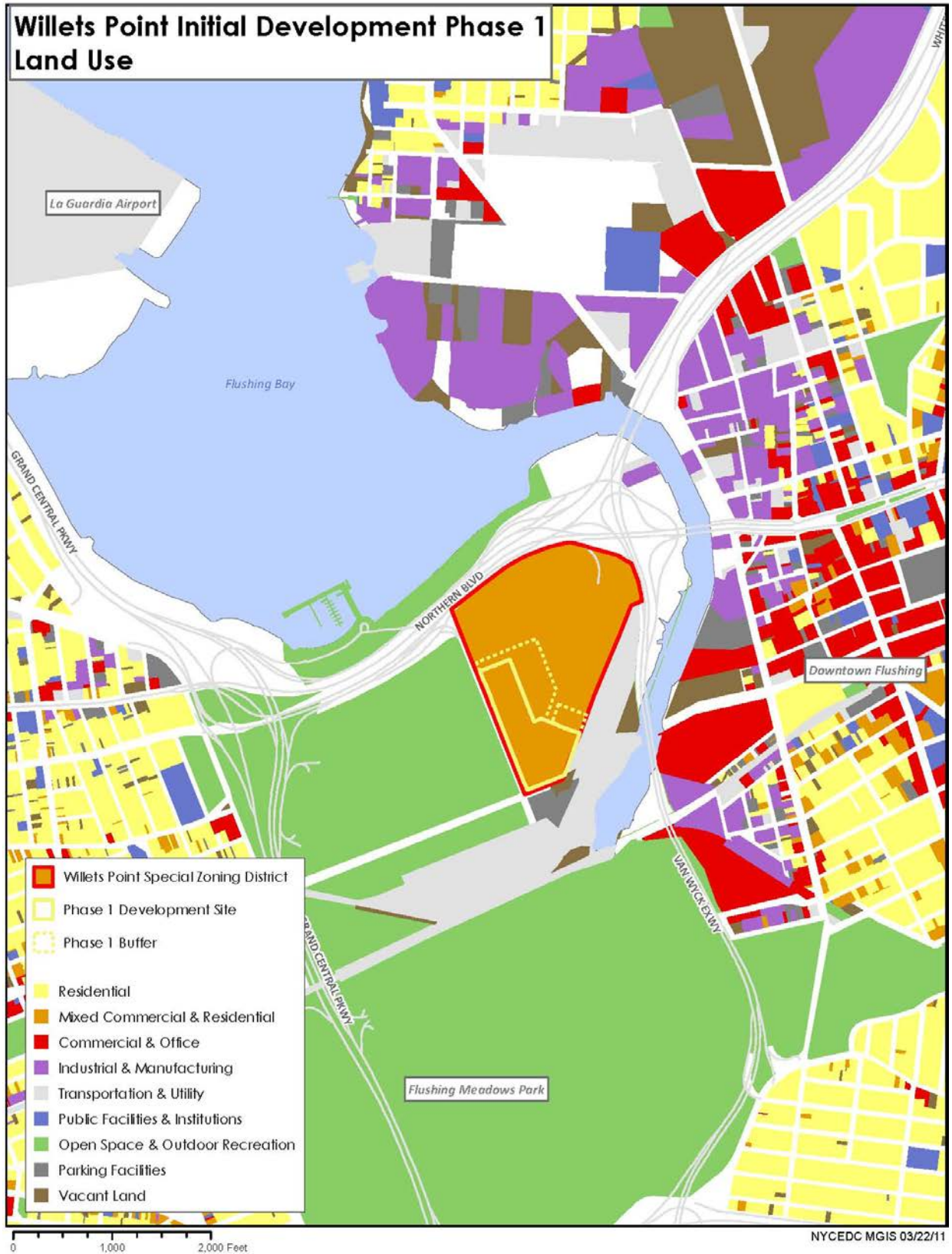
The District is also adjacent to Flushing, which is a thriving business center and residential area, as well as a center for ethnic goods and culture. Downtown Flushing and the greater Flushing area are home to a diverse population, and serve as a business district with commercial and cultural activity centered along Northern Boulevard, Roosevelt Avenue, and Main Street. Flushing is a regional hub for Queens complete with access to both City and regional transit. The neighborhood offers specialty food and retail stores, restaurants, and other services that are not only utilized by the local population, but also draw visitors from all over the City.

Flushing has been evolving in character in recent years as an increasing number of high-density residential and large-scale mixed-use developments are under construction or planned throughout the area. Two large mixed-use development projects, Queens Crossing in Downtown Flushing, and the initial phase of Sky View Parc along the Flushing River, have been completed. Several more large projects, including Flushing Commons and River Park Place, are either planned or under construction.

VI. DISTRICT TRANSPORTATION MAP



VII. DISTRICT LAND USE MAP



VIII. PHASE I SITE PROGRAM GUIDELINES

Willets Point is envisioned as New York City's next great neighborhood. Intended to be both a vibrant retail and entertainment destination and a thriving, pedestrian-oriented residential neighborhood, its redevelopment will transform a site with a history of neglect into a model green neighborhood for the future. Repairing a historic gap in the fabric of the City, a redeveloped Willets Point will forge new connections between existing neighborhoods, iconic parks, unique cultural destinations, and the Flushing Bay waterfront.

The City has decided to move forward with a phased development strategy for the District. To that end, the City has delineated the Phase 1 Site, bounded by Roosevelt Avenue to the south, 35th Avenue to the north, 126th Street to the west, and 127th Street to the east, as a footprint for the initial phase of the District transformation. The Phase 1 Site is approximately 12.75 acres, available for development with a mix of uses and infrastructure improvements such as streets, open space and public amenities. An additional 7.5 acres of land area has been delineated for use as an un-built Buffer Area, intended to provide separation between the Phase 1 Site and the remainder of the currently existing District.

The following subsections detail the requirements for development of the Project.

Zoning

In 2008-2009, the City rezoned the District to C4-4 and established the Special District Zoning, memorialized in Article XII, Chapter 4 of the Zoning Resolution of the City of New York. The maximum development permitted for the Phase 1 Site under the Special District Zoning is approximately as follows:

- (1) Open space and parking per Special District Zoning regulations;
- (2) Maximum FAR of 2.0 for commercial uses, including but not limited to commercial office, retail, and hotel uses;
- (3) Maximum FAR of 5.0 for Community Facility and/or Residential uses; or
- (4) Aggregate FAR of 5.0 for a mix of uses, with each use individually subject to the restrictions in (2) and (3) above.

The Special District Zoning also outlines standards for streets and blocks, publicly accessible open space requirements, locations of certain land uses, height limits, bulk and massing constraints, floor area regulations, retail design requirements, off-street parking design and location, signage regulations, street layout, and additional development controls.

All Proposals must fully conform to the Special District Zoning. Please consult the Site Information File or the City's Department of City Planning website for a copy of the Zoning Text (<http://www.nyc.gov/html/dcp/home.html>).

Urban Renewal Plan

In 2008, the Urban Renewal Plan was established in order to guide the redevelopment efforts and allow for property acquisition. In addition to the Special Zoning District, all Proposals must conform to the Urban Renewal Plan, a copy of which is provided in the Site Information File. In the event of a discrepancy between the Special District Zoning and the Urban Renewal Plan, the more restrictive requirement should apply.

The Phase 1 Approved Program

As previously noted, environmental impacts of the Phase 1 Approved Program for the Phase 1 Site have been reviewed and disclosed in the Environmental Documents. Respondents are strongly encouraged to submit Proposals that conform with the Phase 1 Approved Program. Projects that vary from the Phase 1 Approved Program will require additional environmental review. The Phase 1 Approved Program for the Phase I Site allows for development with the following uses:

- Up to 680,000 SF of retail space;
- Up to 400 units of mixed income housing;
- Up to 387 hotel rooms;
- Not less than 2.08 acres of open space;
- Accessory parking pursuant to zoning requirements including street parking;
- 7.5 acres of Buffer Area surrounding the Phase 1 Site.

Respondents are encouraged to consider the potential for future development greater than the Phase 1 Approved Program, which would be permissible under the Special District Zoning, and which could be implemented if the proposed enhanced connections to the Van Wyck Expressway, as described in Section X: Infrastructure Guidelines are approved and constructed. The Selected Developer will also be permitted to sell and/or assign any unused air rights to eligible receiver sites within the District as permitted under zoning regulations.

Buffer Area

The Tech Memo contemplated a Buffer Area of un-built land of approximately 7.5 acres located adjacent to the Phase 1 Site, intended to provide separation between the existing District uses and the Phase 1 Site. As such, the Buffer Area is considered a part of the Phase 1 Approved Program. Projects that vary from the Phase 1 Approved Program will require additional environmental review.

It is anticipated that any Buffer Area will remain in City ownership and will not be conveyed to the Selected Developer as part of the RFP process. However, the Selected Developer shall be responsible for securing and maintaining any Buffer Area. It is envisioned that any work on the Buffer Area will be implemented simultaneously with the construction of the Phase 1 Site. Upon completion, it is anticipated that the Buffer Area will remain enclosed and inaccessible to the

public until redevelopment in any subsequent development phase, with the exception of any additional parking that NYCEDC may deem necessary to place there after the Project is occupied, should the parking provided within the Phase 1 Site prove insufficient.

Buffer Area locations and dimensions must be in accordance with the urban design variations allowed in the Special District Zoning, including but not limited to the placement of streets. In all Proposals, the Buffer Area cannot extend beyond 127th Street as an eastern boundary, and 35th Avenue as a northern boundary.

The Selected Developer shall propose a design concept for the Buffer Area as appropriate to achieve the intent of the Buffer Area pursuant to the Environmental Documents, and shall be required to complete any sitework and/or remediation required to achieve the design concept to the extent regulatory agencies require. The Selected Developer shall be responsible for elevation transitions around the perimeter of the Buffer Area to address differences between the buffer elevation and those of adjacent properties.

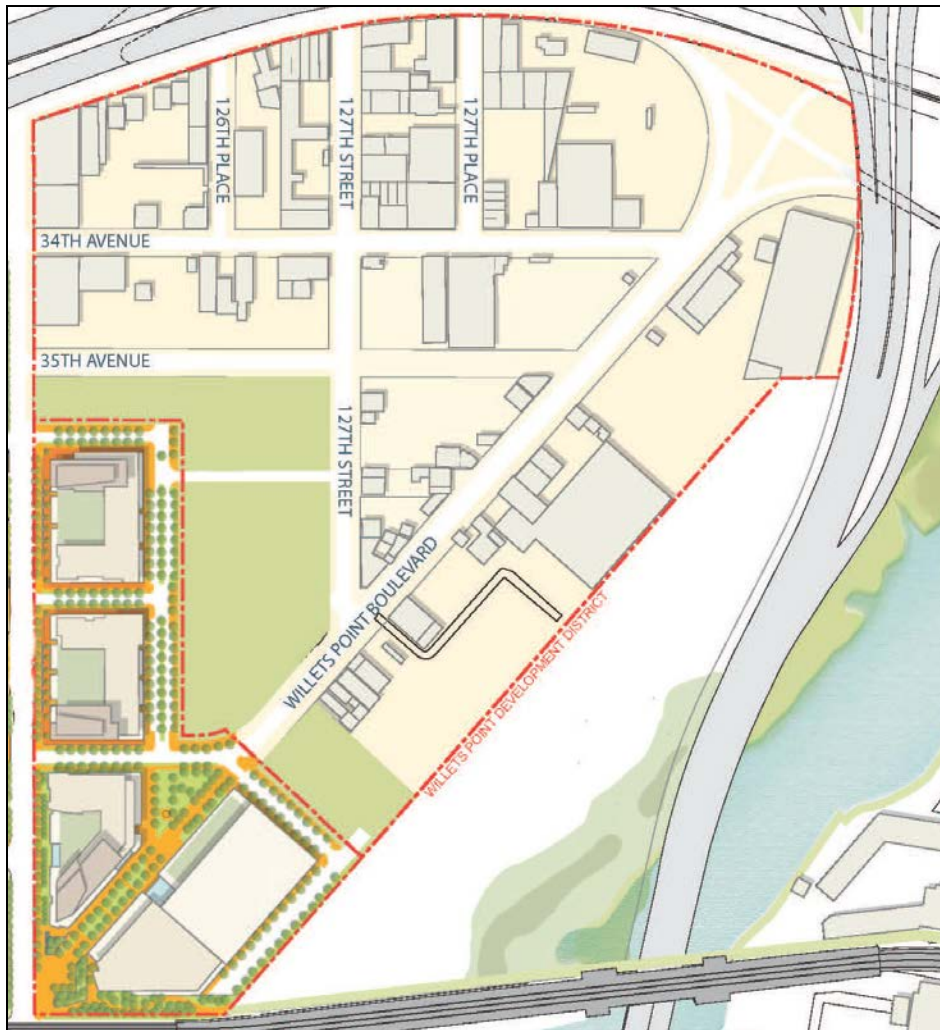


Figure 2: Willets Point Map illustrating the Phase 1 Approved Program

IX. STREET GUIDELINES

Currently, all the streets within the District are mapped. However, ULURP approval is in place authorizing the de-mapping of all streets within the District. In order to give Respondents flexibility in street design for the Phase 1 Site, the City has yet to officially file the approved maps. The approved alteration maps for the District are included in the Site Information File. These maps indicate both the currently mapped streets, and the streets approved for de-mapping.

The Selected Developer may decide which streets shown on the alteration maps to officially de-map, and which streets should remain mapped. It will be the responsibility of the Selected Developer to amend the maps pursuant to the Proposal, and complete the de-mapping process. It is NYCEDC's expectation that the de-mapping of streets in a manner consistent with the approved alteration maps would not require further public review. Within the Phase 1 Site, the City anticipates that Willets Point Boulevard will either remain mapped, or that an easement would be mapped as there are significant utilities present beneath this street. In addition, the City anticipates that 34th Avenue and 127th Street (which are outside of the Phase 1 Site) will also remain mapped throughout future phases of development.

If the Selected Developer elects to complete the de-mapping of existing streets, and construct streets in new locations, the proposed new locations must be at intervals allowed under the Special District Zoning, and must remain as private, un-mapped streets. It is anticipated that Proposals will not contemplate new mapped streets in new locations as such mapping would require additional ULURP review. Respondents should consider the following sections as well as infrastructure issues when determining a proposed street grid.

Street Construction

The Selected Developer will be responsible for the construction of all streets and sidewalks within both mapped and de-mapped portions of the Phase 1 Site and the Buffer Area. The Selected Developer will be required to install street lights and traffic signals along private and public streets.

The Selected Developer will be obligated to construct streets through the Buffer Area ("Buffer Transverse Streets") as required to maintain access to the Phase 1 Site and/or the remainder of the District for emergency and/or municipal services. Any and all Buffer Transverse Streets constructed by the Developer shall be constructed to the standards and specifications typical of all streets within the Phase 1 Site, and shall be open to public use, though privately maintained by the Selected Developer. The Selected Developer also shall be responsible for constructing a finished sidewalk around the Buffer Area as required by the New York City Department of Buildings ("DOB").

The Selected Developer also will be required to make improvements to 126th Street as required in the Environmental Documents and as required by the Special District Zoning.

Streetscape Improvements and Public Spaces

Respondents are required to construct streetscape and public space improvements pursuant to the Special District Zoning and are encouraged to propose Projects integrating improvements as indicated in the Willets Point Design Guidelines (the “Design Guidelines”). The Design Guidelines illustrate an urban design framework for the District as envisioned by the City and are included in the Site Information File, and further described in Section XIII herein. Streetscape and public space improvements contemplated in the Design Guidelines include, but are not limited to the following:

- Construction of a “pedestrian corridor”, closed to vehicular access, along Willets Point Boulevard south of 38th Avenue including an “Entry Plaza” at the southwest terminus and “Central Retail Plaza” at the northeast terminus;
- 126th Street “Linear Plaza” improvements including construction of a landscaped and paved sidewalk, and distinctive signage;
- Pedestrian-oriented “Retail Streets” to create a walkable street setting within the District;
- Landscape improvements including tree plantings and flower beds;
- Construction of additional open spaces and street enhancements in locations and formats described in the Design Guidelines.

Street Maintenance Responsibilities

The City shall maintain mapped streets within the District. However, streetscape improvements and all public spaces within the Phase 1 Site must be maintained by the Selected Developer whether installed on mapped or de-mapped streets.

The Selected Developer will be responsible for the maintenance of all streets and portions thereof within the Phase 1 Site that are de-mapped, and therefore private streets. The Selected Developer will be required to provide the City an easement underneath all privately-owned and maintained streets for the installation and maintenance of future utilities serving the District and otherwise.

X. INFRASTRUCTURE GUIDELINES

Existing Infrastructure

A combination of public (storm sewers, water mains and street lighting) and private (electric, telephone, gas, cable, etc.) utilities exist beneath the existing mapped streets, which currently provide services to buildings within the District. The District lacks sanitary sewers. Known locations of existing utilities are illustrated on the site survey and additional documentation is included in the Site Information File. The Selected Developer will be responsible for coordinating with relevant agencies and utilities providers to ensure that active public and private utilities currently located beneath the Phase 1 Site and any Buffer Area are maintained or otherwise re-routed as required to ensure continuous service to the remainder of the District. A Utility Survey for the district is provided in the Site Information File; however, the Selected Developer will be responsible for field verification of all provided documentation.

New Accessory Infrastructure

NYCEDC has selected a consultant team led by Stantec to assist the City in analyzing and designing sustainable approaches to transportation, water, and sanitation infrastructure (the “Accessory Infrastructure”) to facilitate redevelopment within the District. NYCEDC has also retained Hunter Roberts Construction Group as construction manager for this work. The City intends to fully fund, design, and build-out Accessory Infrastructure work, with commencement anticipated within the 2011 calendar year. Accessory Infrastructure items have been designed with capacity to service the entire District development.

The City plans to phase the Accessory Infrastructure work. In connection with the Phase 1 Site, the City intends to build items numbered (1) – (4) listed below.

- (1) Improvements to existing sewers and construction of a new 36-inch sanitary sewer across the Citi Field site to convey wastewater from 114th Street east to 126th Street and to establish a new connection point to the City sewer grid near the intersection of 126th Street and 34th Avenue. See the Site Information File for bid documents;
- (2) Improvements to and reconstruction of the existing 60-inch stormwater sewer/outfall beneath 126th Street between 35th Avenue and the Flushing Bay. See the Site Information File for bid documents;
- (3) Construction of a new 12-inch water main along 126th Street between 35th Avenue and Northern Boulevard in conjunction with the 126th Street stormwater sewer/outfall work. See the Site Information File for bid documents; and
- (4) Reconstruction of the portion of the existing 72-inch water main beneath Willets Point Boulevard located within the Phase 1 Site. See the Site Information File for preliminary design documents. Water main reconstruction is required due to increased loading resulting from the anticipated desire to raise Willets Point Boulevard to the 100-year floodplain elevation within the Phase 1 Site. Should the

selected Proposal not propose raising Willets Point Boulevard to the 100-year floodplain elevation, the reconstruction may not be necessary, and the City may elect not to undertake this work. Respondents should be aware that, in addition to other design and cost impacts, the decision not to raise Willets Point Boulevard to the 100-year floodplain elevation may necessitate a smaller building footprint for adjacent structures due to egress considerations.

At a later date, as part of succeeding development phases, the City intends to construct the following additional Accessory Infrastructure items numbered (5) and (6) listed below.

- (5) Construction of enhanced connections to the Van Wyck Expressway to improve access and egress to the District (the “Expressway Work”);
- (6) Improvements to the existing stormwater sewer/outfall beneath 127th Street between Northern Boulevard and the Flushing Bay.

Respondents are encouraged to submit Proposals to construct any or all of elements (1) – (6) of the Accessory Infrastructure in lieu of the City. Should Respondents include a price for components of the Accessory Infrastructure as part of their Proposals, NYCEDC may elect to award those elements of the work, or portions thereof, to the Selected Developer.

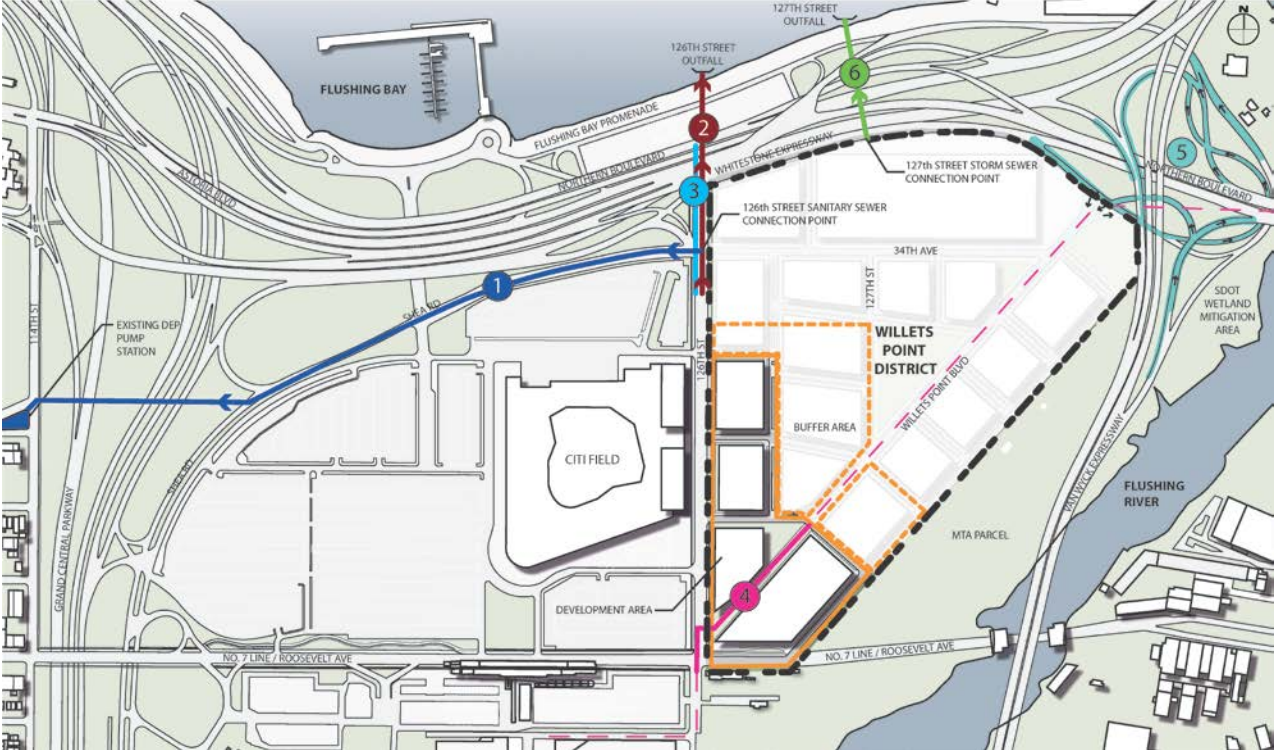


Figure 3: Proposed Willets Point Accessory Infrastructure Elements (1) - (6)

New Developer Infrastructure

With the exception of the Accessory Infrastructure specifically listed above, the Developer will be responsible for constructing all additional infrastructure (the “Developer Infrastructure”) as required by local, state, and federal agencies to support the Proposal. Developer Infrastructure proposed should, to the greatest extent possible, conform to the Design Guidelines.

The Selected Developer will not be obligated to construct infrastructure in excess of that required for the development and operation of the Phase 1 Site. To the extent the Selected Developer is building infrastructure beneath public or private streets within the Phase 1 Site, it is preferred that the infrastructure be sized and developed to facilitate future development of the District where practicable. The Selected Developer will be required to provide NYCEDC with a proposed infrastructure plan, which shall be reviewed by NYCEDC to ensure that the design of utilities for the Phase 1 Site does not unnecessarily limit the provision of additional infrastructure to and through the District.

It is anticipated that the Developer Infrastructure will be provided as follows:

Stormwater Sewer

- The Selected Developer must construct separate storm and sanitary sewer networks within public and private rights-of-way (combined systems cannot be constructed);
- The Selected Developer must construct all stormwater sewers within the Phase 1 Site beneath both private streets and the public rights-of-way necessary to support the Phase 1 Site, and, where applicable, in accordance with DEP standards and the DEP Amended Drainage Plan for the District, which is included in the Site Information File;
- The Selected Developer must construct stormwater detention facilities (tanks, pipes, roof detention, etc.) as required by DEP to collect and convey stormwater discharge from both the Phase 1 Site and any Buffer Area to the storm sewer beneath 126th Street;
- The Selected Developer shall restrict stormwater discharge rates from the Phase 1 Site and Buffer Area as required by DEP, including discharge from buildings, pedestrian areas, and any private streets. This can be achieved through a variety of methods, but must, at a minimum, include subsurface detention tanks and might also include the use of a blue-green roof, amongst other solutions;
- All stormwater sewers located in mapped rights-of-way will be conveyed to the City upon acceptance by DEP;
- Due to the size of the development, the Selected Developer will also be responsible for preparing a Storm-Water Pollution Prevention Program (SWPPP), coordinating that program with the New York State Department of Environmental Conservation (“DEC”) and for obtaining coverage under DEC’s State Pollution Discharge Elimination System (SPDES) General Permit for Construction Activities

(GP-0-10-001) to address water quality and quantity discharges prior to construction, as well as any other related permits;

- The Selected Developer shall maintain any and all stormwater infrastructure constructed by the Selected Developer beneath de-mapped and/or privately owned streets in the Phase 1 Site or Buffer Area until such time as the appropriate City agency agrees to assume such maintenance responsibilities.

Water Main

- The Selected Developer must construct a water main distribution system within the Phase 1 Site with connections to the existing water mains in 126th Street and 127th Street;
- The Selected Developer must construct all water mains within public and private rights-of-way necessary to support the Phase 1 Site and Buffer Area, and as required by DEP;
- All water mains located in mapped rights-of-way will be conveyed to the City upon acceptance by DEP;
- The Selected Developer shall maintain any and all water mains located beneath de-mapped and/or privately owned streets in the Phase 1 Site or Buffer Area until such time as the appropriate City agency agrees to assume such maintenance responsibilities.

Sanitary Sewer

- As part of the Accessory Infrastructure work, the City will provide a westward-flowing gravity-flow sewer terminating near the intersection of 126th Street and 34th Avenue to provide a connection point for sanitary sewer lines within the District;
- The Selected Developer shall construct a new gravity-flow sanitary sewer beneath 126th Street to connect the Project to the City sewer grid and any sewers within the Phase 1 Site necessary to support the Development.
- All sanitary sewers located in mapped rights-of-way will be conveyed to the City upon acceptance by DEP;
- All sanitary sewers must be constructed according to DEP standards as would be required if the City were constructing the sanitary sewers;
- The Selected Developer shall construct sanitary sewers in accordance with the proposed DEP Amended Drainage Plan for the District, included in the Site Information File;
- The Selected Developer shall maintain any and all sanitary sewers located beneath de-mapped and/or privately owned streets until such time as the appropriate City agency agrees to assume such maintenance responsibilities.

Private Utilities

- The Selected Developer shall be responsible for rerouting, extending and/or constructing new services to and through the Phase 1 Site from services beneath

126th Street, 127th Street, Roosevelt Avenue, 34th Avenue, and de-mapped streets;

- The Selected Developer will be responsible for coordination with all private utilities within and bordering the District, including but not limited to, Consolidated Edison, Keyspan, National Grid, Empire City Subway (“ECS”), and Verizon to bring necessary utilities to and through the Phase 1 Site and Buffer Area. A District survey utility map has been included in the Site Information File. However, it will be the responsibility of the Selected Developer to verify the location of all current utilities within the District.

Expressway Work

- The Selected Developer is not required, but may propose to implement the Expressway Work. Such a proposal would need to conform to preliminary plans for the Expressway Work included in the Site Information File and would need to be entirely funded by the Selected Developer.

All new utilities shall be constructed in accordance with DEP, DOT or private utility company standards, as required of publicly-constructed infrastructure and street improvements. Subgrade infrastructure shall be located entirely beneath proposed streets or sidewalks, and not within tax lots, excluding any on-site detention. No permanent structures shall be constructed above or beneath such streets without prior consent of NYCEDC and/or the City. The Selected Developer shall be required to provide the City easements beneath all proposed private roads constructed as part of the Project for the use by the City, or by others on behalf of the City, for installing and maintaining additional infrastructure and utilities.

XI. HOUSING REQUIREMENTS

Under the Phase 1 Approved Program, the Phase 1 Site may include up to 400 units of mixed-income housing in the form of rental and/or homeownership units. Housing proposed must adhere to the following guidelines.

At least thirty-five percent (35%) of the total housing units proposed must be affordable (the “Required Affordable Units”). Sixty percent (60%) of the Required Affordable Units must be affordable to households earning up to sixty percent (60%) of AMI, as adjusted by household size. Within that 60%, at least 70% of the units must be affordable to households earning up to 50% of AMI, as adjusted for household size. The remaining forty percent (40%) of the Required Affordable Units must be affordable for households earning up to one-hundred and thirty percent (130%) of AMI, as adjusted by household size. Additional affordable units proposed beyond the Required Affordable Units shall not be subject to the specific affordability requirements described above. Preference will be given to proposals that include multiple income bands in order to serve a variety of households. It is anticipated that market-rate units will be, to the extent possible, interspersed with affordable units without differentiation in size and location.

City subsidy may be available for the affordable units through HPD and HDC, amongst other subsidy sources. Proposals must comply with all terms of any subsidy programs that are utilized as described in the applicable term sheets. For HDC and HPD programs please refer to <http://www.nychdc.com> and <http://www.nyc.gov/hpd>. Proposals providing the maximum affordability while using the least City subsidy will receive preference. Proposals that include subsidy in excess of the published program guidelines for assumed financing sources will not be considered.

Any building within the Project containing affordable housing must conform to design guidelines and restrictions required by entities providing financing or other subsidy for that portion of the building containing affordable housing, and for uses accessory to the affordable housing, where applicable. A copy of HPD’s Design Guidelines is included for reference herein as Appendix 3.

Proposals including the use of competitively funded subsidy sources for the affordable housing component of the project should provide an alternate financing plan for those sources in the event such competitive sources are not secured. Respondents must also designate a “Team Lead” for the affordable housing component, who shall be responsible for filling out the Affordable Housing Management Questionnaire and the Residential Development Experience and Current Workload Form which can be downloaded on the RFP website, and is to be included with the submission. See Section XX.G for additional information.

XII. GREEN BUILDING REQUIREMENTS

The United States Green Building Council has granted the District pre-review approval (stage 1 certification) in the LEED Neighborhood Development (“LEED-ND”) program. The LEED-ND rating system integrates the principles of smart growth, urbanism, and green buildings into the first national certification tool for neighborhood design. LEED certification provides independent, third-party verification that a development’s location and design meet high standards of environmentally responsible, sustainable development.

The City is committed to obtaining certification for the Project through the LEED-ND program, and the Selected Developer will be required to complete the certification process. A copy of the reviewed project scorecard, application letter, and drawings submitted for LEED review are included in the Site Information File.

Additionally, Projects receiving City capital may require compliance with Local Law 86, which entails, amongst other requirements, that the Project obtain a minimum LEED rating of silver for non-residential and mechanically ventilated portions of individual buildings within the Phase 1 Site. The Selected Developer may choose the appropriate LEED program (for example LEED for New Construction, or LEED for Commercial Interiors) in which to enroll individual components of the Project. Certification credits earned through the implementation of the LEED-ND program may also be used towards the certification of individual buildings.

Affordable housing components of the Project must be constructed pursuant to Green Building Design requirements of entities providing funds to the Project.

XIII. DESIGN GUIDELINES

The City has created an urban design framework for both the Phase 1 Site and the District (the “Design Guidelines”). The Design Guidelines were developed to illustrate the planning principles and design intent for the District. Their purpose is to ensure that the redevelopment of Willets Point will be consistent with the City’s long-term vision for a sustainable District, realized as a vibrant, pedestrian-friendly, mixed-use urban neighborhood. The Design Guidelines supplement, but in no way supersede, the Special District Zoning requirements.

A copy of the complete Design Guidelines is included in the Site Information File, and further summarized in Appendix 2 through an illustrative development scenario. Respondents are encouraged to conform to the Design Guidelines to the greatest extent feasible. Respondents are also encouraged, where feasible, to creatively enhance the Design Guidelines.

Consistent with the Special District Zoning, the Design Guidelines organize the District into two subareas, each with a different character of land uses and design, designated Area A and Area B. The Phase 1 Site comprises a portion of Area A.

Area A: Mixed-Use Retail, Entertainment, and Housing

Area A includes, but is not limited to, the Phase 1 Site and is envisioned as a mixed-use, high-intensity retail and entertainment district which would form the gateway to Willets Point and leverage the presence of CitiField just across 126th Street. Buildings in Area A are envisioned as vertically stacked mixed-use structures containing a retail base, with residential and/or commercial uses above in mid-rise and tower formats. Towers in this area may rise to 218 feet. Parking may be provided as screened or wrapped parking in the base of buildings, or may be located in a structured garage as permitted within the Special District Zoning.

Area B: Residential Neighborhood

Area B is envisioned as a residential neighborhood for a diverse community of all ages, organized around residential side streets and a neighborhood park that forms the green heart of Willets Point. The north edge of Area B may also serve as a site for a mid-sized convention center. Buildings in Area B are envisioned primarily as residential buildings with accessory retail uses, with parking concealed in the interior capped with rooftop courtyards. Mid-rise buildings are expected to rise to approximately 156 feet.

XIV. ADDITIONAL DEVELOPMENT CONSIDERATIONS

Respondents should address the following issues, amongst others, as part of the development Proposal. Respondents are advised to review the Environmental Documents, Special District Zoning, and Urban Renewal Plan for a more comprehensive list of unique development considerations.

A. Demolition

Demolition and associated carting of all structures, encumbrances, and debris within the Phase 1 Site and Buffer Area, both above and below grade, will be the responsibility of the Selected Developer. The Selected Developer shall be required to complete any and all remediation required to effectuate the demolition including but not limited to asbestos and lead-based paint abatement and management of subgrade contaminants.

B. Environmental Contamination

Environmental studies conducted within the District indicate that it likely suffers from petroleum contamination, in addition to contamination from paints, cleaning solvents, and automotive fluids. The area's high water table has the potential to spread pollution throughout the District and endanger adjacent water bodies. The Selected Developer will be required to cap, remove, treat, or otherwise isolate contaminated soils within the proposed Phase 1 Site, as well as eliminate exposure pathways to groundwater and vapor contamination, and address such contamination to the satisfaction of the applicable regulatory agencies. Environmental contamination in the Buffer Area must be addressed as required by applicable regulatory agencies to achieve the design intent of the Buffer Area.

The District is located within an "environmental zone" as designated by Empire State Development Corporation. Respondents are encouraged to explore the possibility of enrolling the Project in the State Brownfield Cleanup Program, which provides benefits for the cleanup and redevelopment of brownfield sites including liability relief and tax credits. Tax credits are provided in four areas; cleanup, redevelopment, real property taxes and for the purchase of environmental insurance. See Appendix 4 for more information.

Testing to Date

NYCEDC has completed environmental testing within the roadbeds of existing mapped streets including subsurface soil and groundwater investigations. Copies of environmental reports can be found in the Site Information File. Subsurface soil investigations were completed along 126th Street, 127th Street, Willets Point Boulevard, and across Citi Field. Limited investigation of soil and groundwater conditions on a single parcel, Block 1822 Lot 17 located at 126-36 34th Avenue was also performed. Such environmental testing plans were developed in concert with DEP.

The Selected Developer will be responsible for coordinating with the appropriate City and State environmental regulatory agencies in developing work plans for investigating and remediating contamination on within the Phase 1 Site and Buffer Area.

Remediation Approach

Remediation within the Phase 1 Site must be coordinated with the appropriate regulatory agencies and must be consistent with the proposed use for each area.

Respondents must propose a strategy to ensure that remediated soils remain segregated from un-remediated soils beneath Phase 1 Site. It is anticipated that a containment wall or other suitable measures would need to be constructed along the boundaries of the Phase 1 Site to ensure that the remediated soil within the Phase 1 Site is not re-contaminated by migration of contaminants from the remainder of the District. Respondents will likely also be required to incorporate vapor barriers and/or venting systems in connection with building foundations.

C. Geotechnical Considerations

Geotechnical reports illustrating the soil boring locations and testing results are included in the Site Information File. Investigations performed to date indicate that fill material is present beneath the concrete/paved surface to a depth ranging from approximately 10 to 22 feet below the existing surface. This fill material, New York City Building Code ("NYCBC") Class 7, consists of varying amount of sand, silt, gravel and anthropogenic materials, including brick, boulders, concrete and wood. Beneath the Class 7 fill material is very soft organic silt and clay with peat pockets (NYCBC Class 6) of varying thickness. The organic silt and clay stratum is underlain by loose to dense, fine to medium sand (NYCBC Class 3) with layers of soft to hard varied silt and clay (NYCBC Class 5 and 4). This layer ranges in thickness from 5 to 55 feet.

The testing has also revealed that the water table within the District is approximately 3-5 feet beneath the existing surface.

D. Site Elevation and Floodplain

Most of Willets Point lies within the FEMA 100-year floodplain or the 10% annual flood ZONE AE. The elevations within the Phase 1 Site vary from approximately 3' to 5' below the floodplain.

The Environmental Documents contemplate that the Selected Developer will raise the elevation of the Site to above the 100-year floodplain in effect at the time of development. The Selected Developer may propose alternatives to address floodplain issues that meet New York City Building Code ("NYCBC") requirements. However, Projects that vary from the Environmental Documents will require further environmental review.

The Selected Developer will be responsible for the grade transition from the level of the Phase 1 Site to the adjacent existing grades. Where applicable, the Buffer Area may be used to transition between grades. In instances where the perimeter of the Phase 1 Site and Buffer Area is adjacent

to properties that remain undeveloped, the Developer will be responsible for providing grading/transition measures that do not impact access or drainage to those properties, including but not limited to retaining walls and berms.

E. Height Limitations

Parts of Willets Point lie within the flight path for LaGuardia Airport and are, therefore, subject to height limits as determined by the Federal Aviation Administration (“FAA”) and the Port Authority of New York and New Jersey (“PANYNJ”). Improvements to the District must comply with the FAA/PANYNJ height limitations. These height limits are included and accounted for in the Special District Zoning.

F. Climate Change

The Environmental Documents contemplate that the Selected Developer will submit to NYCEDC, prior to the placement of fill, an assessment of the appropriate grade elevation for the Phase 1 Site in light of all available information concerning potential sea level and other effects of climate change. If warranted by the data at that time, the City may require an increase in the proposed grade of the Phase 1 Site. The Selected Developer will have an opportunity to propose other measures to address potential flooding resulting from climate change subject to approval by the City.

As detailed local climate change projections become available and are adopted into the City’s infrastructure design criteria, the Environmental Documents contemplate that such criteria will be incorporated into Respondent’s development plan. The Selected Developer shall retain a consulting engineer to prepare an engineering study prior to commencement of construction that would assess the feasibility of implementing strategies for climate change impacts into the design of the development program based on the most current climate change projections. Based on that engineering study, the Selected Developer shall implement practicable adaptation strategies.

The New York City Panel on Climate Change 2010 Report, *Climate Adaptation in New York City: Building a Risk Management Response* has been included in the Site Information File.

G. Acoustics and Sound Attenuation

In order to ensure that the Project achieves a suitable interior environment for the proposed uses, the Environmental Documents have determined the level of sound attenuation necessary for new construction within the District. Respondents should consult the Environmental Documents to determine building design criteria. Proposals that vary from the attenuation requirements of the Environmental Documents will require additional environmental review.

H. Traffic Programs

Traffic Monitoring

In order to verify the need and effectiveness of the proposed mitigation measures and related improvements identified in the Environmental Documents, the Selected Developer will be required to develop and conduct a traffic monitoring plan that would be implemented after completion of construction. At that time, the Selected Developer will submit a scope of work for NYCDOT's review and approval. Respondents should consult the Environmental Documents for further information on the scope of the traffic monitoring plan.

Traffic Mitigation Fund

Upon completion of construction, the Selected Developer shall contribute a minimum of \$1,025,000 to a Traffic Mitigation Fund, which will be used towards mitigating traffic impacts that emerge from the findings of the traffic monitoring and as proposed by DOT.

I. Day Care

To mitigate the potential impact of the Project on publicly funded day care facilities the Selected Developer will consult with the New York City Administration for Children's Services ("ACS") to determine the appropriate way to meet demand for publicly funded day care services generated by affordable housing development in the Phase 1 Site.

J. Minority/Women Business Enterprise and Local Hiring Initiative

The Willets Point M/WBE and Local Hiring Task Force (the "Task Force") has proposed the creation of a Minority/Women Business Enterprise Contracting Program (the "M/WBE Program"), which would provide that the Selected Developer, at a minimum, comply with the City's Local Law 129 M/WBE, Local Law 12 EBE program requirements, and with the City's apprenticeship program requirements. In addition, the Program would require a minimum contribution of \$500,000 towards M/WBE business capacity building. Respondents are expected to provide proposed Workforce Participation Plans describing participation goals for both construction employment and permanent employment, consistent with federal, state and local laws and regulations. See Appendix 7 and Proposal Requirements, herein, for further information and requirements, including the Task Force report.

K. Financing Opportunities

NYCEDC has engaged in preliminary discussions with the New York City Regional Center ("NYCRC") regarding the availability of NYCRC funds for the Project. The NYCRC is part of a federally established program to stimulate economic growth and spur job creation through foreign investment. NYCRC provides loans at below market interest rates with flexible loan structures and terms, and has provided financing for other large-scale public-private redevelopment projects in the City. Further information on the NYCRC can be found in Appendix 5: Commercial Economic Development Benefits.

XV. CONCEPTUAL DISTRICT PLAN

While the City is electing to begin work at Willets Point within the Phase 1 Site as a discrete development project, the City envisions that this Project will be an initial step towards the proposed revitalization of the larger District. Accordingly, each Respondent shall be required to submit a conceptual plan for the District (the “Conceptual Plan”) to accompany the detailed Proposals for the Phase 1 Site. The purpose of the Conceptual Plan is to illustrate how the Project is compatible with the proposed future development of the District.

The Conceptual Plan must include the following items and can be supplemented with other details to the extent the Respondent deems necessary:

- An illustrative Site Plan showing the extension of the Phase 1 Site street and open space network into the full District, and the relationship of uses proposed for the Phase 1 Site to a final mix of uses for the District;
- A proposed District program;
- A descriptive narrative, describing the uses and urban forms proposed; and
- Images and renderings, as required, to further clarify qualitative aspects of the Conceptual Plan.

The plan for the District must conform to the Special District Zoning, the Urban Renewal Plan, and the Environmental Documents, included in the Site Information File, which outline a maximum full-build program as follows:

- 1,700,000 gsf of retail space;
- 5,500 units of mixed income housing;
- 700 hotel rooms;
- 500,000 gsf of commercial office space;
- 150,000 gsf of community facility space;
- A 400,000 gsf convention center;
- A 230,000 gsf K-8 School;
- Minimum of 8 acres of publicly accessible open space; and
- Accessory parking pursuant to zoning requirements, comprising approximately 6,700 accessory parking spaces including additional street parking.

The Conceptual Plan of the Selected Developer will help to inform the planning framework for future development within the District. In addition, the Selected Developer will be given an opportunity to negotiate development rights to the successive development phases within the District, as further outlined in Section XVI and in Appendix 1: Term Sheet.

XVI. SUBSEQUENT DEVELOPMENT PHASES

This RFP encompasses the initial Phase 1 Site for the Willets Point District. In the future, the City expects to issue one or more subsequent RFPs for additional development areas within the District. Respondents should propose a plan such that improvements for the Phase 1 Site will be compatible with potential development in subsequent development phases within the District, including but not limited to enhancing the accessibility of subsequent development phases with respect to streets and future driveways, and to future utility connections. The City shall collaborate with the Selected Developer in refining that plan. Notwithstanding the forgoing, the Selected Developer is not obligated to construct infrastructure in excess of that required for the development and operation of the Phase 1 Site. It is the City's preference that, where practicable, infrastructure constructed as part of the Project be sized to accommodate later development phases.

The Selected Developer shall also be responsible for maintaining continuous vehicular and utility service access to the District during and after the construction period, as required by the applicable regulatory agencies.

Respondents are encouraged to propose terms for a right of first offer for subsequent development phases as part of the larger District development project in the Term Sheet attached herein as Appendix 1.

It is anticipated that full development of the District shall be completed by 2022.

XVII. PROJECT STATUS

Property Acquisition

NYCEDC and the City have engaged the private property owners of Willets Point in an effort to negotiate acquisition agreements. These efforts have been highly successful, resulting in City ownership of over approximately 88% of the property in the Phase 1 Site. The City intends to reach as many negotiated settlements as possible and will exhaust every reasonable means of negotiation prior to invoking eminent domain. However, in case acquisition through eminent domain should become necessary, the City commenced the process by holding a public hearing, pursuant to the Eminent Domain Procedure Law (“EDPL”) in March 2011 and issued its Determinations and Findings within 90 days of the conclusion of the public hearing. All Project acquisition costs for both the Phase 1 Site and the Buffer Area, whether arising from completed or pending acquisition transactions or potential future condemnation, will be borne solely by the City.

Business Relocation

NYCEDC and the City are committed to offering financial and relocation assistance to the existing Willets Point businesses in the District. City funds are in place to cover costs associated with moving and reestablishing businesses currently within the Phase 1 Site and Buffer Area. NYCEDC has also retained the services of Cornerstone Realty Services (“Cornerstone”) to work with the existing businesses in Willets Point, offering relocation and real estate services to these businesses at no fee. At the time relocation is required, Cornerstone will work with impacted business owners to assess their needs, provide no-cost broker services to identify viable locations, and assist with the actual relocation.

Worker Assistance Program

In the Spring of 2008, NYCEDC retained LaGuardia Community College (“LAGCC”) to administer the Willets Point Worker Assistance Program, a \$2.5 million program designed to provide no-cost education, vocational training and other related services to any interested Willets Point worker. LAGCC was selected to deliver program services based on the institution’s breadth of educational resources and experience in serving immigrant populations. To date there have been more than 500 program registrants, with many workers participating in programs to, among other benefits, increase their English proficiency, vocational skills, and computer literacy. The program will continue to meet the needs of this population as the Project moves forward, with new workers joining on a rolling basis.

XVIII. PROJECT TIMELINE

The City and NYCEDC expect that the Project shall proceed per the timeline below. Respondents who anticipate different Project schedules should clearly indicate their proposed Project schedules in their Proposals.

Thursday, May 9 th , 2011	RFP Release
Tuesday, May 24 th , 2011	RFP Information Session I
Wednesday, June 1 st , 2011	Deadline to Submit Questions and Clarifications (Information Session I)
Tuesday, June 21 th , 2011	RFP Information Session II
Wednesday, June 29 th , 2011	Deadline to Submit Questions and Clarifications (Information Session II)
Friday, August 12 th , 2011	RFP Responses Due
October 2011 (as permitted by the conclusion of the baseball season)	Commence Accessory Infrastructure Work
Early 2012	Select Developer for Project
2013	Obtain Required Approvals and Commence Sitework
2014	Commence Construction

Additional milestone dates are to be proposed by Respondents in the Term Sheet attached as Appendix 1, and shall form part of the criteria on which proposals will be evaluated.

XIX. RFP RESPONDENT GUIDELINES

This RFP has been issued to a recipient group consisting of respondents to the 2009 Willets Point Redevelopment Request for Qualifications (each an “Invitee”).

Respondents are expected to have expertise and a proven track record in each use proposed and in the development of both mixed-use communities and mixed-use structures. Alternatively, Respondents who specialize in a particular asset class are encouraged to form teams that can demonstrate broad-based development experience across asset classes. Respondent teams that cannot demonstrate adequate development experience for mixed-use development and for each use they propose for Phase 1 Site will not be considered.

In forming teams, Respondents are encouraged to select development partners that they believe would form the strongest Respondent team; this can include developers who did not respond to the 2009 RFQ. However, each Respondent team must include at least one Invitee.

NYCEDC expects to select a single Respondent as the Selected Developer of the entire Phase 1 Site. However, NYCEDC may also elect to designate portions of the Phase 1 Site to different Respondents, at the sole discretion of NYCEDC. Notwithstanding the foregoing, all Proposals must include a development plan for the full Phase 1 Site and a Conceptual Plan for the entire District.

XX. PROPOSAL REQUIREMENTS

Respondents are encouraged to submit Proposals in 8.5" x 11" format, with larger "fold-out" pages if required. Each completed Proposal must contain the following elements:

A. Phase 1 Site Plan and District Conceptual Plan

Respondents must submit Proposals containing all of the following components:

1. **Development Plan for the Phase 1 Site:** A physical development plan for the Phase 1 Site that conforms to the Special District Zoning and the Urban Renewal Plan, and, to the extent possible, is consistent with the vision presented in the Design Guidelines. The Development Plan must include a detailed narrative describing relevant aspects of the project, including type and size of development, proposed uses, qualitative aspects of buildings proposed, type and number of commercial tenants, and a list of potential and committed commercial tenants for the proposed Project along with letters of interest and/or intent from commercial tenants.

Respondents should provide schematic drawings for the proposed development including site use plans, typical and unique floor plans, elevations, sections, details, conceptual diagrams, renderings, and any other documentation required to convey the design approach. Drawings must indicate the graphic scale. Respondents must include a signage and advertising strategy in connection with the 126th Street frontages. Further, Respondents are strongly encouraged to illustrate the ways by which the Proposal creates a strong sense of connectivity with, and include complementary uses along, 126th Street.

Respondents must provide all plans necessary to explain the housing development concept. It is not required that design and architectural documents submitted include full apartment layouts for the floor plans. However, Proposals must show blocked out units with total square footages. Community spaces (laundry room, playroom, etc.) should be indicated in the floor plans.

2. **Infrastructure Plan:** A detailed plan indicating work to be completed as part of the Proposal outside of the footprint of any proposed buildings including, but not limited to the following:
 - Infrastructure design narrative and overall infrastructure plan;
 - Map showing locations of all proposed streets, indicating which streets, if any, are to be de-mapped, and which are to remain mapped;
 - Conceptual plans, diagrams, renderings, and other illustrative documentation of proposed civic improvements, including streetscape improvements, signage, and landscaped and paved open public spaces;
 - Map of all subgrade utilities to be constructed by the Selected Developer, with additional design documentation as applicable;

- Map of the Phase 1 Site and Buffer Area clearly delineating anticipated future maintenance responsibilities of the Developer and the City;
 - Map showing proposed Accessory Infrastructure, if any, proposed to be constructed by the Selected Developer accompanied by additional design documentation as applicable.
3. District Wide Conceptual Plan: A Conceptual Plan for the full 61.4-acre District that conforms to the Environmental Documents, the Urban Renewal Plan, and the Special District Zoning must be provided to demonstrate how the Respondent’s Proposal for the Phase 1 Site will fit into the broader District. Respondents may also include phasing plans for areas outside the Phase 1 Site. Further information is provided in Section XV. At a minimum, the Conceptual Plans shall include the following:
- An illustrative Site Plan showing the extension of the Phase 1 Site street and open space network into the full District, and the relationship of uses proposed for the Phase 1 Site to a final mix of uses for the District;
 - A proposed District program;
 - A descriptive narrative, describing the uses and urban design proposed;
 - Images and renderings, as required, to further clarify qualitative aspects of the Conceptual Plan.

B. Purchase Offer

Respondent must propose one or more of the following in consideration of the conveyance of the Phase 1 Site:

- A purchase price expressed in a fixed, non-contingent dollar amount;
- An installment sale structure; and/or
- Participation payments to the City upon capital events including but not limited to refinancing and sale events. In evaluating proposed participation payment offers, the proposed structure and ease of enforcement will be evaluated, among other considerations, with preference for payments that are tied to gross proceeds.

C. Contract of Sale Terms

A Term Sheet (the “Term Sheet”) for the Contract of Sale and disposition of the Phase 1 Site is included as Appendix 1: Term Sheet. Each Respondent must review the terms and may propose modifications to those terms. Respondents must submit comments to the Term Sheet as part of the Proposal. The nature and degree of any proposed modifications will be considered by NYCEDC in the evaluation and selection process, and shall form the basis upon which negotiations will commence. If the Respondent has no comments, this must be clearly indicated as well, or the Proposal shall be deemed nonresponsive.

NYCEDC reserves the right to reject modifications to the Term Sheet even if such modifications were proposed by the Respondent.

D. Anticipated Project Schedule

Respondents must provide an anticipated schedule for the Project commencing upon execution of the Contract of Sale, and continuing through the stabilization of the Project. Respondents should clearly describe any anticipated phasing including but not limited to commencement, completion, and stabilization of each proposed phase, and the development program for each proposed phase.

E. Financial Information

Respondents must provide the following financial information:

- Proposed purchase offer, per Section XX.B;
- Pro forma cash flows for the proposed Project for twenty (20) years commencing upon the Closing of the Contract of Sale, and including both construction and operating years, expressed annually. The pro forma document should include all necessary capital improvements over time, reserves, and debt service payments associated with construction and permanent financing. The cash flows should be submitted in Excel format and link to the section clearly outlining assumptions on which all calculations were based. Excel files may not be hard-coded. Clearly indicate if the proposed Project is contingent on receipt of assumed governmental benefits, and the expected amount and timing of such funds;
- Summary of assumptions including but not limited to financing assumptions, bulk and floor area assumptions, income assumptions, and operating assumptions;
- Market comparables, in the form of a detailed listing of at least three properties/projects with similar operations for each use provided, as back-up for revenue and cost assumptions. If a Proposal includes market rate housing, market comparables, in the form of detailed rental/sales listings of at least three properties/projects within less two miles of the Willets Point area, and with similar operations, must be provided;
- Construction Period and Permanent sources and uses of funds, including details of equity and financing sources. Include a detailed description of all financing sources including terms for each source.
- Letters of interest and/or intent from equity sources and lenders;
- Respondents may request additional City capital subsidy if required to ensure a financially feasible Project (above and beyond affordable housing subsidy pursuant

to term sheets of entities providing financing for affordable housing). Those Respondents creating the largest net gain for the City with the least City Capital, if any, will be viewed most favorably;

- Anticipated construction loan draw schedule;
- A detailed construction budget including detailed hard costs, soft costs, and financing costs, on a building by building basis, and for open space and infrastructure improvements that, in addition to other line items typical of a development construction budget, specifically itemizes the following costs
 - Site Acquisition Costs
 - Hard Costs:
 - Trade costs
 - Sitework and grading
 - Infrastructure
 - Environmental
 - Subgrade Waterproofing and Containment
 - Demolition
 - Permits and bonds
 - Testing and surveying
 - Contingencies
 - Sales Tax
 - Soft Costs
 - Tenant Contributions
 - Architecture and Engineering
 - Leasing Commissions
 - Legal
 - Financing Costs
 - Mortgage Recording Tax
 - Real Property Transfer Tax
 - Insurance
 - Contingencies
 - Fees
- An Affordable Housing Summary listing proposed unit AMI levels, unit mix, and unit quantities. Itemize any assumed affordable housing subsidy. Identify any retail or other use to be considered as “ancillary use” to the affordable housing component;
- An Affordable Housing Financing Narrative that clearly explains the financing structure of the affordable housing component of the Project. The narrative must explicitly identify proposed subsidy/financing programs. As part of this section, Respondents should provide a full development pro forma from a comparable

completed project of at least 200 residential units in the City within the seven (7)-year period preceding the deadline for the submission of Proposals to this RFP;

- Itemize fees and revenue sources accruing to the Respondent in both the development and operations phases of the Project;
- Return to developer analysis including but not limited to IRR, NPV, Cash-on-Cash, and Cash-on-Cost returns. Respondent must clearly indicate any hurdle, discount, or cap rate assumptions used in forming such calculations;
- A detailed description and analysis of any and all sources of subsidy the Project is expected to receive, including but not limited to any as-of-right subsidies, IDA benefits, State Brownfield Tax Credits, New Market Tax Credits, 4% and 9% Low Income Housing Tax Credits, Excelsior Benefits, and any other subsidies the Project is anticipated to receive;
- If utilizing federal New Market Tax Credits, explain any specific legal structures required and demonstrate a viable plan to secure the necessary tax credit allocation, and provide all relevant calculations;
- Respondents proposing financing and/or subsidy for affordable housing from HPD and/or HDC must complete the HPD affordable housing pro forma template, which can be downloaded from the RFP website.

Please provide the pro forma and financial information electronically in Excel format (soft-coded only) and as a PDF document.

F. Team Description

Respondents must provide background information, a resume and/or appropriate portfolio information for the proposed team, including but not limited to the following team members as applicable:

- Architect;
- Landscape Architect;
- Urban Designer/Urban Design Architect;
- Structural, MEPS, Geotechnical, Civil, and other Consulting Engineers;
- Soil Engineers and Environmental Remediation Consultant;
- Land Use Attorney;
- Construction Manager;
- Hotel Operator or Hospitality Consultant, if applicable;
- Affordable Housing Developer/Operator, if applicable;
- Retail Leasing Consultant, if applicable;
- Parking Operator, if applicable;
- Tax Credit and/or other Incentive Consultants;
- LEED and/or other Sustainability Consultant.

G. Respondent Description

Each Respondent must demonstrate sufficient financial resources and ability to execute its Proposal. In addition, each developer member of the Respondent must complete and submit one (1) copy of the Doing Business Data Form (attached as [Appendix 13](#)) and the NYCEDC Background Investigation Form (attached as [Appendix 14](#)). Each Proposal must include a description of the management and/or development team, including:

- Identification of a main point of contact for each Respondent, and if the Respondent elects to form a team, the designation of the entity leading the Respondent team;
- The intended form and structure of any proposed partnership or joint venture must be clearly explained and a chart/diagram of the purchaser and/or development entity, showing structure (percentages) of ownership and investment must be included;
- Name, address, telephone number and qualifications of each member of the development team, including all persons or entities that will design, develop, manage, operate or lease space in the facility, as well as the lawyer and other professionals, as appropriate;
- Background information on all members of the Respondent's team, including the relevant experience of all principal members thereof and their proposed time commitment to the Project. This information must be submitted for every participant in a joint venture;
- If available, the latest credit report for each of the principals and any relevant business entities and the most recent financial statements for the purchasing entity and each of its principals. Certified net worth statements must be submitted for every participant in a partnership or joint venture;
- Evidence of affordable housing development experience including but not limited to the Affordable Housing Management Questionnaire and the Residential Development Experience and Current Workload, available for download in excel format from the RFP website. Respondents are expected to designate an entity as "Team Lead" for affordable housing who will be responsible for completing these forms;
- Any additional documentation or information evidencing the strength of the Respondent and its ability to complete the Project.

H. Green Building/Sustainable Design Plan

The following components are required as part of the Respondent's Green Building Plan:

- Narrative describing the proposed Project's sustainable design goals and declaration of commitment to incorporate the specific criteria into the overall Project design;
- Completed LEED-ND Scorecard, identifying each credit with which the Project will seek to achieve LEED-ND Certification. Describe the specific steps that will be taken and proposed technologies the Project will use to achieve each credit and provide an estimate of the total incremental cost for each LEED-ND category (e.g. Water Efficiency), keeping in mind that many strategies and credits are inter-related. With respect to the credits that the Project does not seek to achieve, please explain why;
- If applicable, a narrative of the proposed building design approach anticipated in order to achieve LEED Silver or greater certification;
- Statement of experience of the applicable team members who will develop and implement the specific steps that will be taken to achieve LEED-ND Certification. The statement should describe the team's specialized experience in the field of sustainable building design and demonstrate an ability to comprehensively integrate the concept of sustainability into the Project through experience with the LEED-ND certification system. At least one member of this team must be LEED-ND accredited and have demonstrated experience in consulting on the design of similar projects, and monitoring performance in those projects.

To ensure compliance with the requirement of achieving at minimum LEED-ND certification, regular progress reports will be required throughout the design, due diligence, and pre-development phases.

A list of Green Building resources and contact information can be found in [Appendix 5](#).

I. Zoning Calculation

Respondents must submit a preliminary zoning analysis showing all calculations, including proposed use groups, required and proposed parking, and identifying all required permits and authorizations required for the Project. Respondent must submit an additional preliminary zoning analysis for the Conceptual Plan and proposed District program.

J. Construction Plan and Timeline

Respondents must provide a construction schedule.

K. Employment Generation Projections

Respondents must provide an estimate of direct and indirect, construction and permanent jobs.

L. Traffic Monitoring and Mitigation Fund

Respondents should indicate their proposed contribution to a Traffic Mitigation Fund, in an amount equal to or greater than \$1,025,000, which will be placed in an interest bearing escrow account upon completion of construction, and used towards addressing traffic impacts that emerge as a result of the completed Project, as determined by the traffic monitoring results and other issues that may arise.

M. MWBE/Local Hiring and Utilization Plan

As NYCEDC is dedicated to furthering the participation of minority and women-owned businesses in its work, all Respondents are asked to submit a plan to address MWBE participation in the project (the “MWBE Utilization Plan”).

The M/WBE component of the plan must include but not be limited to:

- Establishment of numerical M/WBE contracting utilization goals or targets;
- Strategies and methods that will facilitate participation by M/WBE firms such as carve-outs and/or unbundling bid packages ;
- Identification of M/WBE firms seeking construction work on the project;
- Establishment of administrative procedures for implementation, monitoring and reporting of M/WBE participation.
- Methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services (“SBS”) as being women-owned or minority-owned. Businesses that have been certified as being women- or minority-owned by the Port Authority of New York and New Jersey may be eligible to receive expedited certification from SBS after completing the SBS “Expedited Certification Affidavit”, which may be obtained by calling SBS at (212) 513-6311;
- Methods for encouraging local hiring during and post construction;

The Selected Developer must also indicate their willingness to commit not less than \$500,000 towards MWBE/Local business capacity building across the first five years of the Project. See Appendix 7: Willets Point M/WBE Hiring Initiative for further information.

N. HireNYC Program

Each Respondent must include within its Proposal a HireNYC Program explaining how it will seek to achieve the Goals and other requirements, as indicated in Appendix 8: HireNYC, and describing its experience conducting similar hiring and workforce development programs or undertaking other efforts to create employment opportunities for low-income persons. The HireNYC Program should describe all programmatic details, including, as applicable, collaboration with SBS, implementation, record-keeping and monitoring processes and any other relevant information.

O. Statement of Agreement

Each Respondent must submit a statement signed by an authorized principal or officer of the Respondent indicating that the Respondent has read this RFP and the Appendices fully and agrees to the terms and conditions set forth in this RFP and in the Appendices.

XXI. PROPOSAL SELECTION CRITERIA

NYCEDC will lead an interagency review committee to review submissions and choose the Selected Developer using the following weighted criteria:

Financial Feasibility and Economic Impact (45%): Respondents must demonstrate capacity to complete the proposed Project while maximizing the return for the City.

- *Financial Viability:* Preference will be given to Projects that demonstrate an economically viable development program that generates sufficient revenue to support operating expenses, capital costs and debt service, and must identify funding sources sufficient to finance the Project;
- *Construction Guarantees:* Preference will be given to Projects that provide a completion guarantee, performance bonds or other forms of security proposed by Respondent to ensure completion of the Project.
- *Purchase Offer:* Preference will be given to the Respondent who maximizes the proposed purchase offer paid to the City;
- *Public Investment:* Preference will be given to Proposals that use the least amount of public resources including as-of-right and, if applicable, discretionary benefits, affordable housing subsidies, and other City capital. Respondents must explicitly state what discretionary benefits, affordable housing subsidies, and city capital, if any, Proposals are conditioned upon;
- *Economic Impact on / Spending in New York City:* Preference will be given to Proposals that generate the greatest positive economic impact on the City as demonstrated through projected expenditures including purchase price, construction costs and annual operations; temporary (construction) and permanent on-site employment and payroll; and any applicable New York City taxes such as real property, sales, and personal income taxes, reduced by any as-of-right and discretionary incentives and benefits assumed;
- *Term Sheet:* Preference will be given to Projects that minimize the degree and nature of any proposed modifications to the Contract of Sale Term Sheet attached as Appendix 1: Term Sheet;
- *Quality Job Creation:* Preference will be given based on the quality of the Respondents M/WBE Utilization Plan and to Proposals that create and preserve quality jobs, and in particular jobs maximizing permanent employment opportunities for the City's local and disadvantaged residents through participation in HireNYC.

Development Team Qualifications (35%): Respondents must demonstrate the experience, development skills, and financial resources necessary to complete a high-quality project on time and within budget.

- *General Development Experience:* One principal entity from each development team must have development expertise and a proven track-record in the

development of each use proposed and in the development of both mixed-use communities and mixed-use structures;

- *Affordable Housing Experience:* One principal entity from each development team is expected to have experience in the construction and development of affordable housing of a comparable size to that proposed herein. One principal entity must demonstrate direct equity investment in at least two completed residential projects of at least 200 units in mid- to high-rise buildings in New York City within the seven-year period preceding the RFP response deadline.

Land Use and Design (20%): Proposals will be evaluated for conformance with the Design Guidelines, and on the extent to which the Project is coordinated with a vision for the larger Conceptual Plan for the District.

- *Development Program:* Preference will be given to Proposals that conform to the Approved Program while maximizing the development potential of the Phase 1 Site and the District in a manner consistent with applicable zoning, environmental and other regulatory controls;
- *Architectural and Urban Design Quality:* Preference will be given to Proposals utilizing innovative architectural and urban design as reflected in, amongst other considerations, massing and scale, fenestration and exterior design, and quality of open spaces;
- *Relationship to Surrounding Sites and Community:* Preference will be given to Proposals that demonstrate thoughtful consideration of pedestrian access, vehicular access and circulation, building massing, parking availability, landscaping and other aspects of the development's relationship to the surrounding community and the adjacent proposed park area;
- *Sustainable Design:* Preference will be given to Proposals utilizing innovative environmental development techniques, mitigating traffic impacts to the District, implementing long-term energy efficiency features, and integrating sustainable design requirements into the overall design concept for the Project.

XXII. DEVELOPER DUE DILIGENCE

It is the Respondent's responsibility to conduct all required due diligence.

Site Information File

NYCEDC has assembled a Site Information File containing important information regarding the Site that may be purchased by Respondents for \$1,000 and provided digitally. The Site Information File is also available in NYCEDC's offices for review, at no charge, by appointment. Respondents must sign a confidentiality agreement prior to reviewing or receiving the Site Information File. The Site Information File includes the following items:

- Willets Point Design Guidelines, Prepared by NYCEDC, dated March 18th, 2011;
- Willets Point Planning Study prepared by Urbitran Associates, Inc., dated October 1991;
- Climate Change Adaptation in New York City: Building a Risk Management Response, prepared by the New York City Panel on Climate Change, May 2010;
- Willets Point Development Plan Final Generic Environmental Impact Statement (CEQR No.: 07DME014Q), dated September 2008;
- Technical Memorandum for the Willets Point Development Plan FGEIS (CEQR No.: 07DME014Q TM001) dated September 23, 2008;
- Technical Memorandum for the Willets Point Development Plan FGEIS: Updated Projected Public School and Day Care Ratios, New Phase 1I Environmental Site Investigation (ESI) Information, and New Business Relocation Plans (CEQR No.: 07DME014Q TM002) dated November 13, 2008;
- Technical Memorandum for the Willets Point Development Plan FGEIS: Adjusted Plan (CEQR No.: 07DME014Q TM003) dated November 23, 2009;
- Technical Memorandum for the Willets Point Development Plan FGEIS: Updated Plan (CEQR No.: 07DME014Q TM004) dated February 10, 2011;
- Willets Point Development District Neighborhood Conditions Study prepared by AKRF, Inc., Dated September 2008;
- Willets Point Development District Neighborhood Conditions Study Site Conditions Assessment Update, dated February 10, 2011;
- Willets Point Stage 1 Illustrative Plan prepared by Beyer Blinder Belle Architects and Planners LLP, dated February 18 2011;
- City Environmental Quality Review Environmental Assessment Statement (Reference No.: 07DME014Q) dated March 28, 2007;
- Zoning Resolution of the City of New York Article XII, Chapter 4: Special Willets Point District, amended April 22, 2009;
- Contract between LaGuardia Community College and New York City Economic Development Corporation for Workforce Development Services;
- Willets Point Urban Renewal Plan prepared by the New York City Department of Housing Preservation and Development, dated April 2008;
- NYC City Planning Commission Resolution #C-080221-MMQ for Amendment to the City Map, dated September 24 2008;

- NYC City Planning Commission Resolution #C-080381-ZMQ for Amendment of the Zoning Map, dated September 24 2008;
- NYC City Planning Commission Resolution #N-080382-ZRK for Amendment to the Zoning Resolution of the City of New York, dated September 24 2008;
- NYC City Planning Commission Resolution #N-080383-HGQ for Designation of the Willets Point Urban Renewal Area, dated September 24 2008;
- NYC City Planning Commission Resolution #C-080384-HUQ for Approval of the Willets Point Urban Renewal Plan, dated September 24 2008;
- NYC City Planning Commission Resolution #C-080385-HDQ for Disposition Approval, dated September 24 2007;
- Roadway Utility Survey for Willets Point prepared by Control Point Associates Inc. dated August 16, 2007;
- Geotechnical Engineering Report for Sanitary Sewer Main prepared by GZA GeoEnvironmental of New York dated January 2011;
- Geotechnical Engineering Report for 126th Storm Sewer and Outfall prepared by GZA GeoEnvironmental of New York dated February 2011;
- Geotechnical Engineering Report for 127th Street Storm Sewer and Outfall prepared by GZA GeoEnvironmental of New York dated March 2011;
- Geotechnical Engineering Report for Willets Point Boulevard Water Main prepared by GZA GeoEnvironmental of New York dated March 2011;
- Offsite Infrastructure Design and Bid Documents prepared by Santec for 126th Street Storm Sewer and Wetermain, Sanitary Sewer, and the Willets Point Boulevard Watermain;
- Queens Borough President Topographic Bureau Discontinuance and Closing Maps No. 5000, 5001, and 5002 revised September 17, 2008;
- Willets Point Development District Property Survey prepared by The Reynolds Group dated November 17th, 2005;
- New York City DEP Amended Drainage Plan Drawings A-1 and A-2;
- Non-certified tax map for the Willets Point Development District;
- New York City Planning Commission Zoning Maps 10a and 10b;
- Offsite Utility Plates for Con Edison, including Gas Mains, Low Tension Mains, and Occupancy Plates;
- NYC DEP Water Off-Site Map ;
- Empire City Subway Offsite Utility Plates (8);
- Time Warner Cable Off-Site Utility Map and Legend;
- On-Site Utility Maps for Con Edison, NYD DEP, Empire City Subway, and National Grid;
- Draft Construction Health Safety Plan, Remedial Action Plan, prepared by Environmental Planning and Management INC dated April 15, 2011;
- Draft Site Investigations Finding Report prepared by Environmental Planning and Management INC dated March 7, 2011;
- Sampling Analysis Plans prepared by Environmental Planning and Management INC dated January 18, 2011 and Rev. 01: September 2, 2011.

To review or purchase the Site Information File, please contact Hildegard Williams at hwilliams@nycedc.com.

APPROVALS AND DISPOSITION PROCESS

Public Review Process/Environmental Review

Disposition of City-owned land is generally subject to applicable and appropriate municipal review processes. Disposition of City-owned Property through NYCEDC is subject to review pursuant to City Charter Section 384(b)(4) for public review of the business terms, as well as approval by the NYCEDC Board of Directors. The Willets Point Urban Renewal Plan, approved in 2008, authorized disposition of the District; thus, the Selected Developer will not be required to undergo ULURP review for disposition. Proposals that vary from the Phase 1 Approved Program will require additional environmental review and may require additional approval processes prior to disposition. Respondent must describe all procedural requirements applicable to their Proposals. Finally, disposition of the Phase 1 Site is subject to the Public Authorities Accountability Act of 2005, which requires public authorities to make public specific information concerning real estate transactions.

If necessary, the Selected Developer will be responsible for completing and filing RP-602 forms to merge and/or apportion existing tax lots appropriately prior to closing the land sale.

Contract of Sale

NYCEDC anticipates following the process described below:

1. NYCEDC selects a short list from all Respondents ("Short List") with whom it will competitively and simultaneously negotiate agreement(s) related to the Phase 1 Site;
2. NYCEDC administers an appraisal of the Phase 1 Site. The Selected Developer will be responsible for reimbursing NYCEDC for the appraisal costs upon contract signing. The final purchase price will be the higher of the present value of the purchase offer and the appraised value;
3. NYCEDC and the Selected Developer execute a Contract(s) of Sale and other agreements as contemplated in the Term Sheet, at which time the Selected Developer pays the Down Payment;
4. The Selected Developer completes any required street de-mapping.
5. NYCEDC and the Selected Developer complete the 384(b)(4) process and other applicable municipal processes, including but not limited requirements of the Public Authorities and Approval Act, required for disposition and development of the Phase 1 Site;
6. NYCEDC seeks internal Board approval for disposition and other actions;

7. Closing. Developer(s) will pay balance of purchase price and all closing fees, including NYCEDC Administrative Fee (fee schedule outlined in Appendix 9).

Notwithstanding any other provisions herein that may be to the contrary, and notwithstanding the execution and delivery of the Contract(s) of Sale by NYCEDC and the Selected Developer, NYCEDC shall not be under any obligation to convey the Phase 1 Site unless and until it has received all necessary approvals including any and all required City and NYCEDC Board of Directors approvals. See also Terms and Conditions further outlined in Appendix 12.

XXIII. INFORMATION MEETING/SITE VISIT

Two optional information sessions will be held at the offices of NYCEDC, on May 24, 2011 and June 21, 2011, at 2:00pm. Those who wish to attend should RSVP by email to hwilliams@nycedc.com on or before 4:00 PM on May 18, 2011 and June 17, 2011 respectively.

Respondents may submit questions and/or request clarifications from NYCEDC no later than 4:00 p.m. on the Wednesday following each information session. Questions regarding the subject matter of this RFP should be directed to WP.Development@nycedc.com. For all questions that do not pertain to the subject matter of this RFP please contact NYCEDC's Contracts Hotline at (212) 312-3969. Answers to all questions will be posted by Thursday, July 21st, 2011, 2011, to www.nycedc.com/RFP.

XXIV. 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 12.

XXV. SUBMISSIONS

Twenty (20) copies and one (1) electronic version of the Proposal identified by "Willetts Point Phase 1" on the envelope must be submitted to and received by NYCEDC by Friday, August 12, 2011 at 4:00 p.m. Such Proposals must be delivered to the following address:

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

XXVI. FURTHER INFORMATION

For further information regarding the Proposal requirements or the Phase 1 Site, please contact:

Ian Klein
Project Manger
NYC Economic Development Corporation
110 William Street
New York, NY 10038
212.312.4214

APPENDIX 1: CONTRACT OF SALE TERM SHEET

This term sheet (the “Term Sheet”) summarizes the principal terms with respect to the sale of the Phase 1 Site of the Willets Point Redevelopment Project in conjunction with this RFP. Proposals submitted in response to the RFP will be evaluated based upon the selection criteria set forth in the RFP, including the proposed terms to be inserted in this Term Sheet and the extent to which Respondents comment upon or propose changes to the terms already provided herein. Capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the RFP of which this Term Sheet is a part.

The proposed Term Sheet set forth below is intended solely as a basis of further non-exclusive discussions with respect to the terms of the Project and is not intended to be, nor does it constitute, a legally binding obligation on the part of the City, NYCEDC or the Respondent. The terms set forth herein should not be construed as including all of the material terms and conditions to be set forth in the subsequent, formalized Contract of Sale (the “Contract”). No legally binding obligation shall be created, implied or inferred until a Contract, reflecting the terms set forth herein and including customary provisions for NYCEDC land sale agreements, is fully executed and delivered by all necessary parties thereto.

Prior to the execution of a Contract, a Respondent must have completed all Conditions Precedent to Contract execution. Upon execution of a Contract, Respondent shall be deemed the Selected Developer. Thereafter, the Selected Developer shall complete all Purchasers’ Preliminary Obligations in the time frames set forth in the Contract as well as the Conditions for Closing prior to the Closing Conditions Satisfaction Date, as hereinafter defined, as such date may be extended pursuant to the provisions of the Contract. Upon completion of all Preliminary Obligations and Conditions for Closing, NYCEDC and the Selected Developer shall set a date for the Closing, to be not later than 30 days thereafter. At the Closing, NYCEDC shall convey the Deed to the Selected Developer. Certain Purchaser obligations under the Contract, the Obligations that Survive Closing, shall remain in effect after the Closing, and shall be subject to remedies as provided in the Contract, and as permitted by law. Deed restrictions and covenants shall remain in effect as specifically indicated in the Deed, which shall be subject to remedies as indicated in the deed and as permitted by law, including but not limited to reversion of the property.

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- 1. Seller:** New York City Economic Development Corporation (“NYCEDC”). Immediately after acquiring the Phase 1 Site from the City of New York, NYCEDC shall convey its interest in the Phase 1 Site to the Purchaser.
- 2. Purchaser:** _____ (Respondent)
- 3. Property:** The Property includes only the approximately 12.75 acre Phase 1 Site, which is the entirety of the area that is to be conveyed in accordance with the Contract(the “Property”).

The Property consists of the following tax lots and paper streets adjoining such lots, all in the borough of Queens, with exact boundaries of each to be verified by survey and metes and bounds description:

<u>Block</u>	<u>Lots</u>
1823	52, 55, 58, 59, 60
1824	12, 53, p/o lot 1
1825	1, 19, 21, 55, 58 p/o lot 53
1826	1, 5, 14, 18, 20, 31, 35
1827	1
1828	103, 111, 117, 120, 141, 143, 151

At the Selected Developers option, the Property may also consist of the portion of the following City streets adjacent to the tax lots included in the Property. The Purchaser will be responsible to complete the de-mapping of any currently mapped City streets to be included in the Property as a Closing Condition of the Contract:

Thirty-Sixth (36th) Avenue between 126th Street and 127th Street;
 Thirty-Seventh (37th) Avenue between 126th Street and 127th Street;
 Thirty-Eighth (38th) Avenue between 126th Street and 127th Street;
 Thirty-Ninth (30th) Avenue between 126th Street and Willets Point Boulevard; and
 Willets Point Boulevard between 126th Street and 127th Street.

4. Property and Buffer Area:

The Property and Buffer Area is approximately 20 acres and includes both the approximately 12.75 acre Property, which is to be conveyed pursuant to the Contract, and the approximately 7.5 acre interim Buffer Area, which shall remain City property.

The Property and Buffer Area consists of the following tax lots and paper streets adjoining such lots, all in the borough of Queens, with exact boundaries of each to be verified by survey and metes and bounds description:

<u>Block</u>	<u>Lots</u>
1823	52, 55, 58, 59, 60, 1, 3, 5, 7, 12, 14, 19, 20, 21, 23, 26, 28, 33, 40, 44, 47
1824	1, 12, 19, 21, 26, 28, 33, 38, 40, 45, 53,

1825	1, 15, 19, 21, 28, 30, 37, 46, 48, 53, 55, 58
1826	1, 5, 14, 18, 20, 31, 35
1827	1
1828	103, 111, 117, 120, 141, 143, 151, 155, 158

At the Selected Developers option, the Property and Buffer Area also may consist of the portion of the following City streets adjacent to the tax lots included in the Property and Buffer Area.

Thirty-Sixth (36th) Avenue between 126th Street and 127th Street;
 Thirty-Seventh (37th) Avenue between 126th Street and 127th Street;
 Thirty-Eighth (38th) Avenue between 126th Street and 127th Street;
 Thirty-Ninth (30th) Avenue between 126th Street and Willets Point Boulevard; and
 Willets Point Boulevard between 126th Street and 127th Street.

5. Use: Mixed-use development with accessory parking consisting of [_____].

6. Project Description: Purchaser shall remediate and prepare the Property as required to effectuate the Project which shall include the construction and operation of (i) a mixed use development in accordance with the design constraints and guidelines as set forth herein, (ii) accessory parking, as required in the Special District Zoning, and (iii) any infrastructure, including but not limited to roads, open space improvements, and utilities required to distribute services through the Property, and as required by the Special District Zoning. The Project shall also include the construction and operation of the Buffer Area, which shall be an open area inaccessible to the public, and located adjacent to the Property, within the District.

7. Purchase Offer: The Purchase Price shall be the greater of (i)[\$_____], (ii) the present value of installment payments of [_____], and (iii) the dollar amount of a fair market appraisal of the Property, to be procured by Seller and completed prior to Contract execution. All costs incurred by Seller associated with the appraisal shall be reimbursed by Purchaser upon execution of the Contract, are not refundable, and shall not be credited against the Purchaser Price or the Down Payment or any other payment.

8. Conditions Precedent to Contract Execution:

(1) Appraisal: A fair market appraisal shall be conducted prior to execution of the Contract, and procured by Seller (the “Initial Fee Appraisal”). The costs of such appraisal shall be fully reimbursed by the Purchaser, and shall be due and payable upon execution of the Contract. Such costs shall not be creditable against the Purchase Price, Down Payment, or any other payment due under the Contract. If the Purchase Price pursuant to a fair market appraisal is greater than (7) (i), above, the Purchaser shall have ten (10) days to approve the appraisal, and upon such approval the Purchase Price shall be fixed.

(2) Background Investigation Form: Not less than 30 days prior to execution of the Contract, Purchaser shall have filled out and returned to Seller, and shall have had its Principals fill out and return to Seller, qualification and background identification forms required by Seller in connection with the disposition of real property by Seller. If any additional person or entity becomes a Principal of Purchaser at any time prior to execution of the Contract, Purchaser shall, within ten (10) days after such person or entity becomes a Principal of the Purchaser, cause such Principals to also fill out and return the above indicated forms. “Principals” is defined in such forms. Subsequent to the initial submission of the qualification and background investigation forms, Seller may require Purchaser and its Principals to fill out updated qualification forms, either before or after the date of the Contract.

(3) Conceptual Drawing Submission: Prior to Contract execution, Purchaser shall submit conceptual design drawings (the “Conceptual Drawings”) for the Property and Buffer Area which include, at a minimum, the locations of all streets, buildings, open spaces, and onsite infrastructure proposed for the Project, as well as the clear identification of the distribution of uses throughout the Property. It is anticipated that this submission will include, at a minimum, a site plan, massing diagrams, typical and atypical floor plans, cross sections, elevations, landscape plans, and renderings. The Conceptual Drawings should also indicate any phasing proposed for the Project. It is anticipated that the Conceptual Drawings will be similar to those submitted in connection with the RFP. NYCEDC shall review and approve the Conceptual Drawings with respect to conformance with the Proposal. Upon approval, the Conceptual Drawings shall be appended to the Contract as an

Exhibit. The costs of such review shall be fully reimbursed by Purchaser, and shall not be creditable against the Purchase Price, Down Payment, or any other payment due under the Contract.

(4) Fund for Outside Counsel: Seller may retain outside counsel to represent Seller in negotiations with respect to the Project including but not limited to negotiations over the Contract and Deed, maintenance and operating agreements, and environmental review. Purchaser shall reimburse Seller for all such outside counsel fee and reimbursable expenses incurred by Seller in connection with the Project. Prior to execution of the Contract, Purchaser shall fund a replenishing escrow account which Seller will draw down on to cover all fees, costs, and expenses relating to outside counsel if Seller retains outside counsel for the Project. When the escrow balance drops below [_____] % of the initial funds, Purchaser shall replenish the escrow account with additional funds to the original amount with which the escrow account was funded.

(5) CEQR/EIS Fees: Purchaser shall be responsible for all CEQR and EIS fees that would be payable on account of the Project if the City were not involved in the Project. The CEQR and EIS fees will be paid to NYCEDC in advance, and shall be due and payable upon execution of the Contract. These fees are non-refundable and may not be used to offset the Purchase Price, Down Payment, or any other payment.

(6) Down Payment: Upon execution of the Contract, a non-refundable down payment of \$[_____], not to be less than the greater of (1) 10% of the Purchase Price or (2) 1% of total estimated development costs shall be required. The balance of the Purchase Price shall be paid at Closing.

(7) Administrative Fee: Upon execution of the Contract, a non-refundable administrative fee to NYCEDC for transactional services in connection with this RFP, as described in Appendix 9 of this RFP, shall be payable by Purchaser.

CONTRACT OF SALE

The following Items 9-16, in addition to items 1,2,5,6, and 7, above, among other things, will be contained in the Contract of Sale

9. Closing Conditions

Satisfaction Date:

Purchaser shall complete all Preliminary Obligations and Closing Conditions ("POCC's"), as indicated herein, within [_____] months of Contract execution (the "Closing Conditions Satisfaction Date").

In the event that Purchaser fails to meet any POCC's, Purchaser shall have the right to extend the Closing Conditions Satisfaction Date for [_____] period(s), each of [_____] month(s) upon payment of \$[_____] per extension period to Seller. Thereafter, in the event that Purchaser is unable to close, Seller shall have the right to default the Purchaser under the Contract and shall retain the Down Payment. Any further extensions offered shall be at the sole discretion of Seller. In no event shall the Closing Conditions Satisfaction Date extend beyond the Outside Date, as hereinafter defined.

The Contract shall set forth that if any POCC's are not met, through no fault of the Seller, or Purchaser refuses or willfully fails to meet any POCC's, by the Closing Conditions Satisfaction Date, or the specific completion dates provided therefore, Seller shall have the right to terminate the Contract upon the Closing Conditions Satisfaction Date, as such date may be extended pursuant to the Contract. In the event of termination, neither party shall have any further rights against the other, except that Seller shall be entitled to retain the Down Payment as liquidated damages.

10. Closing:

Upon the completion of all POCC's the Parties, by written notice, shall schedule a date for closing (The "Closing Date"), which shall be later than 30 days after the Closing Conditions Satisfaction Date. If, for any reason, the Closing does not occur by [_____] , which date shall be a time is of the essence date (the "Outside Date") the Contract shall be deemed null and void.

Should Closing not occur by the Outside Date, the Contract shall terminate and the closing shall not occur. Neither party shall have any further rights against the other, except that Seller shall have the right to retain the Down Payment as liquidated damages.

11. Purchaser's Preliminary Obligations:

(1) Survey: No later than [_____] days after the date of the Contract, Purchaser shall undertake three (3) metes and bounds surveys which shall include (i) a metes and bounds survey of the Property, (ii) a metes and bounds survey of the Property and Buffer Area, and (iii) a metes and bounds survey of the Buffer Area. The cost of such surveys shall be at the Purchaser's sole cost and expense, certified to both the City and NYCEDC. Such surveys shall be appended to the Contract as Exhibits.

(2) Title: No later than [_____] days after the date of the Contract, Purchaser shall furnish to Seller two (2) copies of (1) a title report with respect the Property and the Buffer Area, together with a current survey, which shall indicate the Tax Block and Lots of the Property and the Buffer Area as they currently exist, and (2) a title report with respect the Property, together with a current survey, which shall indicate the Tax Block and Lots of the Property as they currently exist.

(3) Schematic Drawing Submission: Purchaser shall submit schematic design drawings (the "Schematic Drawings") to Seller for review and approval within [_____] days of the date of the Contract. Seller or, at the sole discretion of Seller, a third-party consultant of Seller will review such documents solely with respect to conformance with the Conceptual Drawings, the approval of which shall not be unreasonably withheld. Where the Schematic Drawings are inconsistent with the Conceptual Drawings, Purchaser shall revise the Schematic Drawings in accordance with comments by Seller. For either Seller or third-party review, the costs of such review shall be fully reimbursed by Purchaser upon demand by Seller. This review shall be separate and apart from municipal review and approval of the Project, and is intended solely to ensure conformance between the Conceptual Drawings and subsequent design documents for the Project.

(4) Street De-Mapping: Purchaser shall complete the de-mapping of any streets within the Property and Buffer Area as required to effectuate the Project within [_____] months of Contract execution. Purchaser shall bear all costs associated with any required de-mapping action, including any costs borne by Seller.

(5) Environmental Review: If it is determined that further environmental review is needed, Purchaser shall, at its sole cost and expense, complete any further environmental review required to effectuate the proposed Project, including, but not limited to, any additional Technical Memoranda or CEQR processes within [] months of Contract execution.

(6) Employment Plan: No later than [] days after the date of the Contract, Purchaser shall furnish to Seller copies of an Employment Plan (the "Employment Plan") for the Project, outlining its commitments with respect to jobs during construction and operation of the Project. The Employment Plan may include local hiring and wage commitments, and M/WBE targets.

(7) Green Building Plan: No later than [] days after the date of the Contract, Purchaser shall submit a Green Building Plan (the "Green Building Plan") to Seller which shall include the Project's proposed LEED-ND checklist, indicating which criteria the Project intends to satisfy in order to obtain LEED-ND certification. The Green Building Plan should also include any additional LEED checklists for individual buildings Purchaser intends to certify under LEED programs, as well as a summary of any additional green building considerations to be included in the Project.

(8) Financing Commitment and Proof of Equity: No later than [] days after the date of the Contract, Purchaser shall obtain and furnish Seller with signed copies of financing commitments from institutions and/or governmental entities and demonstrate to the reasonable satisfaction of Seller that equity of the Purchaser is in place, which, together with the financing described above is in aggregate an amount which is, to Seller's reasonable satisfaction, sufficient to purchase the Property and complete the Project.

(9) Consolidation/Subdivision of Tax Lot: No later than [] days after the date of the Contract, Purchaser shall obtain tentative tax lot numbers for any tax lot(s) as required for the disposition of the Property and to effectuate the payment of real estate taxes.

(10) Special Permits: No later than [] days after the date of the Contract, Purchaser shall file for and obtain any and all special permits or other action permitted under the Special District Zoning rendering Purchaser's proposed use of and/or

improvements to the Property and Buffer Area lawful under the City's Zoning Resolution. Purchaser anticipates applying for and receiving the following special permits and discretionary zoning actions:

[_____]
[_____]
[_____]
[_____]
[_____]

12. Conditions for Closing:

(1) Public Approvals: The sale of the Property is subject to all required public approvals. Purchaser, at its sole cost and expense, assumes the responsibility for obtaining, and the costs of, the approvals of the appropriate governmental and quasi-governmental authorities and/or entities (the "Governmental Authorities") necessary for the disposition of the Property and development of the Property and Buffer Area. Seller shall reasonably cooperate with Purchaser and support Purchaser's efforts to obtain such public Approvals. Purchaser shall reasonably assist Seller as required to obtain approval of the business terms of the transaction through the City's 384(b)(4) process, and approval of the disposition from NYCEDC's Board of Directors.

(2) Schematic Drawings: Approval, at the sole discretion of Seller, of the Schematic Drawings submitted pursuant to section 11(3) above shall be required prior to Closing.

(3) Final Green Building Plan: Not later than 30 days prior to Closing, Purchaser shall submit a final Green Building Plan to Seller that is coordinated with the approved Schematic Drawings, and which shall include the Project's proposed LEED-ND checklist, indicating which criteria the Project intends to satisfy in order to obtain LEED-ND certification. The final Green Building Plan should also include any additional LEED checklists for individual buildings Purchaser intends to certify under LEED programs, as well as a summary of any additional green building considerations to be included in the Project.

(4) Seller Compliance Escrow: At closing, Purchaser shall fund an escrow account (the "Compliance Escrow") to be held by Seller in the amount of \$[_____], to cover Seller costs associated with review of Construction Drawings. Such Construction Drawings shall not be less than 80% complete as typical of a "bid set", (the "Compliance Drawings") Review of the Compliance Drawings shall be solely for conformance with the approved Schematic Drawings. Such review may be performed by Seller or, at the sole option of Seller, a third party consultant. Seller shall draw down on the Compliance Escrow as costs are incurred. Upon approval of the Compliance Drawings, Purchaser shall be refunded any balance in the Compliance Escrow.

(5) Financing Commitment and Proof of Equity: Prior to Closing, Purchaser shall have obtained and furnished Seller with signed copies of financing commitments from institutions and/or governmental entities and demonstrate to the reasonable satisfaction of Seller that equity of the Purchaser is in place, which, together with the financing described above is an aggregate amount which is, to Seller's reasonable satisfaction, sufficient to purchase the Property and complete the Project.

(6) Consolidation/Subdivision of Tax Lot: Purchaser shall have executed any consolidation or subdivision of the tax lot(s) required for the disposition of the Property and received final tax lot numbers to effectuate the payment of real estate taxes after the Closing.

(7) De-Mapping of Streets within the Property and Buffer Area: The recording of any and all street de-mappings required to effectuate the transfer of the Property and/or the development of the Property and the Buffer Area shall be required prior to Closing.

(8) Easements: At the Closing, Purchaser shall, upon request by Seller, execute an agreement to grant easements in favor of the City beneath all private, un-mapped streets located on the Property and constructed as part of the Project for the installation and maintenance of infrastructure in connection with the redevelopment of the District or otherwise.

(9) Traffic Mitigation Fund: At Closing, Purchaser shall deposit \$[_____] [not less than \$1,025,000] in a Traffic Mitigation Fund (the "Traffic Mitigation Fund"). The Traffic Mitigation Fund shall be held in a segregated escrow account, and will be used

towards addressing traffic impacts that emerge as a result of the completed Project.

(10) M/WBE Capacity Building Fund: At Closing, Purchaser shall deposit \$[] [not less than \$500,000], into a segregated escrow account (the “M/WBE Fund”), to implement programs during construction of the Project that are designed to strengthen the ability of minority-owned and women-owned business enterprises to compete successfully for contracting opportunities in connection with the redevelopment of the District. Such programs may include, but not be limited to classroom training and capacity-building programs, mentorship programs, and match-making programs.

(11) Completion Security: At the Closing, Purchaser shall provide a completion guarantee, payment/performance bond assignable to Seller, or comparable security, acceptable to Seller, in the form of [] for the Project.

(12) Developer Infrastructure Maintenance and Operation Agreement: At the Closing Date, Purchaser shall sign maintenance and operation agreements with the appropriate City agencies pursuant to the Special District Zoning, binding Purchaser, and Purchaser’s successors and assigns, to affirmatively provide public access to any private streets and publicly accessible open spaces within the Property. Such agreement shall require the Purchaser to post a bond to ensure that the private streets and public access areas are maintained in accordance with a declaration of restrictions certified by the Chairperson of the City Planning Commission.

(13) Buffer Area Maintenance and Operation Agreement: At the Closing, Purchaser shall sign a maintenance and operation agreement for the Buffer Area included in the Project. The agreement shall provide that Purchaser will maintain the Buffer Area, including, but not limited to, installation of fencing and fencing repairs, reasonable mowing, trash removal, and general maintenance, as further described in the RFP, which Buffer Area shall remain property of the City, and not conveyed to the Purchaser pursuant to this Contract.

(14) Special Permits: Prior to Closing, Purchaser shall have received any and all special permits or other action permitted under the Special District Zoning rendering Purchaser’s proposed use of

and/or improvements to the Property and Buffer Area lawful under the City's Zoning Resolution.

(15) Employment Report: On or before the Closing Date, Purchaser shall complete and return to Seller the initial employment report (the "Initial Report") included in the RFP appendices.

(16) Background Investigation Form: On or before the closing date, Purchaser shall be responsible for ensuring that all qualification and background identification forms required by Seller forms remains current, defined as updated for review and approved within one year of the Closing Date. If any additional person or entity becomes a Principal of Purchaser at any time prior to the Closing, Purchaser shall, within ten (10) days after such person or entity becomes a Principal of the Purchaser, cause such Principals to also fill out and return the above indicated forms.

13. Obligations that Survive Closing:

(1) Compliance Drawings: Within [_____] months of Closing, Purchaser shall submit the Compliance Drawings to Seller for review and approval. Seller, or, at the sole discretion of the Seller, a third-party consultant, shall review the Compliance Drawings for conformance with the approved Schematic Drawings, such approval not to be unreasonably withheld. Where the Compliance Drawings are inconsistent with the Schematic Drawings, Purchaser shall revise the Compliance Drawings in accordance with comments by Seller. The costs of such review shall be fully reimbursed by Purchaser.

(2) Traffic Monitoring Plan: Within [_____] months of Closing, Purchaser shall develop and obtain approval for a traffic monitoring plan, to be reviewed and approved by NYCDOT as described in the RFP, which shall be used to monitor traffic impacts that emerge as a result of the completed Project.

(3) LEED-ND Certification: Purchaser shall obtain certification for the Project through the LEED Neighborhood Development ("LEED-ND") program, in which the District has already been enrolled, no later than [_____] months after Closing.

(4) Climate Change: Within [_____] months of Closing, Purchaser shall retain a consulting engineer as required in the FGEIS to prepare an engineering study (the "Climate Change Study") prior

to commencing the placement of fill that would assess the feasibility of implementing strategies for climate change impacts into the design of the development program based on the most current climate change projections. Purchaser shall submit copies of the Climate Change Study to the City and shall implement the practicable adaptation strategies.

(5) Grade Elevation: Within [_____] months of Closing, prior to the placement of fill, Purchaser shall submit to Seller an assessment of the appropriate grade elevation for the Property in light of all available information concerning potential sea level and other changes due to climate change. Purchaser shall adjust the grade elevation pursuant to the assessment to address potential flooding resulting from climate change.

(6) Labor: During the construction phase of the Project, Purchaser shall employ contractors that pay prevailing wage, and shall hire workers from state-certified apprenticeship programs for the construction of all non-residential buildings in the Project, and for residential buildings in excess of thirteen (13) stories.

During the operating phase of the Project, Purchaser shall pay prevailing wage for building service workers and security guards in all buildings in which less than 50% of the residential units, if any, are affordable to households earning up to 130% of the Area Median Income (“AMI”).

(7) GC/CM Agreement: Within thirty days of the Closing Date, Purchaser shall provide proof of having executed a GC/CM agreement for the Project in a form acceptable to Seller.

(8) HIRENYC: Purchaser shall use good faith efforts to meet the hiring goals set forth in the HireNYC guidelines shown in Appendix 8 of the RFP.

(9) Environmental Indemnification: Purchaser, its officers, directors, employees, agents, predecessors, successors, and assigns shall agree to indemnify, defend, reimburse, and hold harmless the City and the Seller, and each of their respective officers, directors, employees, agents, successors, and assigns, and each of them from and against any and all environmental liabilities under any Environmental Laws, as defined in the Contract. Purchaser shall expressly represent, warrant, and agree that Seller has given Purchaser a full and fair opportunity to inspect the Property and

Buffer Area for the presence of any hazardous substance on or beneath the Property and Buffer Area and that Purchaser has inspected the Property and Buffer Area and is fully familiar with the environmental, health, and safety condition of the Property. Purchaser shall waive and agree that neither it nor its assessors and assigns, if any, shall make any claim for damages, contribution, indemnification, or otherwise against Seller or the City, as applicable, which Purchaser or its successors or assigns may now or hereafter have or discover in connection with hazardous substances on, in, at, under, beneath, emanating from or affecting the Property and Buffer Area, or in connection with any voluntary or required removal or remediation thereof, including, without limitation, claims relating to the release, threatened release, disturbance, emission or discharge of hazardous substances. The obligations of the Purchaser and its agents shall include, without limitation, the burden and expenses of defending against any environmental liabilities under any environmental law, with counsel reasonably approved by Seller.

**14. Extensions for Closing
Obligations to Survive**

Contract:

In the event that Purchaser fails to meet any of the Obligations that Survive Closing that are expressly made to survive Closing (each a, "Surviving Obligation") by the dates indicated above, Purchaser shall have the right to extend the performance date for any such Surviving Obligation for [_____] month(s) upon payment to Seller of \$[_____] per extension. Extension of the performance date for any one Surviving Obligation shall not extend the performance date for any other Surviving Obligation. Notwithstanding the foregoing, in no way shall any one Surviving Obligation be extended more than [_____] times. If Purchaser fails to perform any Surviving Obligation within the required timeframe, as may be extended as provided herein, Seller shall have such remedies as permitted in the Contract and by law.

15. Purchaser Termination: The Purchaser shall have the right to terminate the Contract and receive the Down Payment only in the event that Seller or the City, after an appropriate cure period, is unable, through no fault of the Purchaser, to obtain approval to consummate the transaction, limited to (1) failure to gain approval of business terms through the 384(b)(4) process or an equivalent process, or (2) disposition approval from the NYCEDC Board of Directors.

16. No Broker:

Seller and Purchaser mutually agree that no broker brought about this sale. Purchaser agrees, however, to defend, indemnify and hold harmless the City and Seller and their respective officers, directors, members, principals, agents, representatives and employees from and against any obligation, liability, claim, demand, penalty, fine, damages, cost, expense and judgment incurred by Seller or the City as a result of any claim for commission or other similar compensation brought by any broker or brokerage firm or other firm or individual relating to the proposed or actual purchase described herein. Each of Seller and the City may participate in the defense of any action or matter of a type described above, with an attorney chosen by Seller or the City. The provisions of this Section shall survive the Closing.

BARGAIN AND SALE DEED WITHOUT COVENANT

The following items 17-30, among other things, will be contained in the Deed.

17. Timeline and

Milestone Dates:

Purchaser shall provide the following milestone dates for the Project. It is anticipated that once commenced, Purchaser will construct the Project continuously. Should the Purchaser anticipate that the Project will be completed in phases, Purchaser shall provide milestone dates for each phase with respect to items (1) – (4) below.

(1) Sitework Commencement: Within [_____] months of the date of the Deed, Purchaser shall commence sitework. “Sitework Commencement” is defined as the commencement of demolition of structures on the Property or Buffer Area (“Sitework Commencement”).

(2) Construction Commencement: Within [_____] months of the date of the Deed, Purchaser shall commence construction of Improvements on the Property. “Construction Commencement” is defined as the commencement of excavation for the installation of piles or foundations (“Construction Commencement”).

(3) Substantial Completion: Within [_____] months of the date of the Deed, Purchaser must obtain a temporary Certificate of Occupancy ("TCO") for the Project and diligently proceed to obtain a permanent Certificate of Occupancy (“Substantial Completion”).

(4) Construction Completion: Within [_____] months of the date of the Deed, Purchaser must obtain a Certificate of Occupancy (or "C of O") for the Project ("Construction Completion").

18. Unavoidable Delay(s): The Purchaser's obligations under the Deed (e.g. Sitework Commencement, Construction Commencement, Substantial Completion, and Construction Completion) are subject to Unavoidable Delay(s). "Unavoidable Delay(s)" shall mean delays from any and all causes beyond Purchaser's reasonable control, including, without limitation, orders of any court of competent jurisdiction, labor disputes (including strikes, slowdowns and similar labor problems), acts of God (including inordinately severe weather conditions), enemy action, civil commotion, terrorist action (domestic or foreign), fire or other casualty, of which Purchaser has given Seller notice within thirty (30) days after the occurrence of same; provided, however, that in no event shall Purchaser's financial condition or inability to obtain financing, waiting periods in obtaining construction related permits in the ordinary course of business, or delays arising out of disputes among or between shareholders, members or partners of Purchaser constitute an Unavoidable Delay.

19. Housing Guidelines: Purchaser agrees to provide that at a minimum, 35% of all housing units constructed on the Property shall be affordable units, (i) 60% of which shall be affordable to households earning up to 60% of the AMI, and (ii) 40% of which shall be affordable to households earning up to 130% of AMI for a period of thirty (30) years from Construction Completion. Within the 60% of units described in (i), above, 70% of such units shall be affordable to households earning up to 50% of the AMI.

20. Use Restrictions: Purchaser shall develop and use the Property for the following uses for a period of not less than ten (10) years. If the Project contains distinct phases, Purchaser shall indicate the portion of the below uses to be constructed in each phase:

[_____] s.f. of Retail Use

[_____] s.f. of Hotel Use

[_____] s.f. of Commercial Office Use

[_____] s.f. of For-Sale Market-Rate Housing

[_____] s.f. of For-Sale Affordable Housing
(specify AMI levels)

- [_____] s.f. of Rental Market-Rate Housing
- [_____] s.f. of Rental Affordable Housing
(specify AMI levels)
- [_____] s.f. of Community Facility Use
- [_____] s.f. of Publicly Accessible Open Space
- [_____] s.f. of Other Uses (Please Specify)
- [_____] s.f.
- [_____] s.f.
- [_____] s.f.
- [_____] s.f.
- [_____] s.f.
- [_____] s.f.
- [_____] s.f.

21. Capital Event Participation

The City shall be entitled to receive [_____]% of the gross proceeds of any future capital event with respect to the Property, including but not limited to sale and/or refinancing proceeds.

22. Right of First Offer:

Purchaser shall have a right to propose a purchase offer for the successive development phase(s) within the District offered by the City. The timing, size, and location of such successive development phase shall be determined at the sole discretion of the City. Such offer by Purchaser shall be accepted or rejected at the sole discretion of the City. Notwithstanding the forgoing, the City shall not be precluded from issuing further RFPs for development of successive development phases within the District.

23. Developer Infrastructure Construction:

Purchaser shall construct the Developer Infrastructure, as defined in the RFP, including but not limited to roads, streetscapes, and utilities within the Property and Buffer Area. Such infrastructure shall be constructed as required to effectuate the Project and as required by the Special Zoning District regulations. Such infrastructure shall be constructed to a design standard typical of City practices for construction of like-kind work, which shall be reviewed and approved by the appropriate agencies including, but not limited to, DEP and DOT.

24. Maintenance of

Developer Infrastructure:

Purchaser shall maintain all private, un-mapped streets and Developer Infrastructure pursuant to a maintenance and operation agreement. Responsibility to maintain de-mapped streets and Developer Infrastructure on or beneath de-mapped streets shall run with the land in perpetuity.

25. Easements:

Purchaser the City shall be permitted to retain easements beneath all roads constructed within the Property that remain private, un-mapped streets, for use by the City, the City's agents or contractors, or by others on behalf of the City, for the installation and maintenance of infrastructure and utilities as may be required to service the remainder of the District or otherwise.

26. Site Preparation and

Environmental Costs:

Purchaser will be responsible for any and all site preparation costs for both the Property and the Buffer Area, including demolition, grading, and all required environmental remediation. Neither the City nor NYCEDC will perform any environmental remediation within the Property and Buffer Area. Upon Closing, Purchaser shall assume full liability for all environmental conditions within the Property and Buffer Area.

Purchaser shall remediate the Property and Buffer Area as required by all appropriate environmental regulatory agencies. Purchaser shall also be responsible for ensuring that remediated soils remain segregated from contaminated soils upon completion of any remediation work.

In the event that the Project requires remedial action, Purchaser shall develop a Construction Health and Safety Plan ("CHASP"), Health and Safety Plan ("HASP"), and a Remedial Action Work Plan ("RAWP") under guidance of the appropriate regulatory agencies. Purchaser shall provide copies of same to Seller. Purchaser shall pay all costs associated with the CHASP, HASP, and RAWP.

Purchaser shall undertake all construction and remediation in conformance with the CHASP, HASP, and RAWP.

27. Environmental

Indemnification:

Purchaser, its officers, directors, employees, agents, predecessors, successors, and assigns shall indemnify, defend, reimburse, and hold harmless the City and the Seller, and each of their respective officers, directors, employees, agents, successors, and assigns from

and against any and all environmental liabilities under any Environmental Laws, as defined in the Contract. Purchaser expressly represents, warrants, and agrees that Seller has given Purchaser a full and fair opportunity to inspect the Property and Buffer Area for the presence of any hazardous substance on or beneath the Property and Buffer Area and that Purchaser has inspected the Property and Buffer Area and is fully familiar with the environmental, health, and safety condition of the Property and the Buffer Area. Purchaser shall waive and agree that neither it nor its successors and assigns, if any, shall make any claim for damages, contribution, indemnification, or otherwise against Seller or the City, as applicable, which Purchaser or its successors or assigns may now or hereafter have or discover in connection with hazardous substances on, in, at, under, beneath, emanating from or affecting the Property and Buffer Area, or in connection with any voluntary or required removal or remediation thereof, including, without limitation, claims relating to the release, threatened release, disturbance, emission or discharge of hazardous substances. The obligations of the Purchaser and its agents shall include, without limitation, the burden and expenses of defending against any environmental liabilities under any environmental law, with counsel reasonably approved by Seller.

28. NYS DEC:

The Developer is responsible for any mitigation that may be required by NYS Department of Environmental Conservation ("DEC") including with respect to wetlands or wildlife and flora species in the area.

29. Site Access:

Purchaser shall maintain access to the District at all times during the preconstruction and construction of the Project. Developer shall construct temporary roadways as required to facilitate access for residents and businesses, and as may be required by the NYPD, NYFD, and by other municipal service providers. Temporary roadways through the Buffer Area shall be constructed at the location of future streets as outlined in the Design Guidelines.

30. Transfer Restrictions:

Purchaser shall not be permitted to sublease, sell, or otherwise assign its interest in the Property for a period of five (5) years following Construction Completion without the prior written approval of the Seller. Additionally, Purchaser shall comply with ownership transfer restrictions as required by public and/or private sources providing funding and/or incentives to the Project, such as for the construction of affordable housing.

Notwithstanding the forgoing, it is understood that the Purchaser is permitted to enter into commercial leases with tenants to occupy portions of the Project, and to sell residential and commercial condominium units.

OFFER CONTINGENCIES

31. Offer Contingencies: The offer and terms contained herein are contingent on the following (note any City capital request here):

[_____]
[_____]
[_____]
[_____]
[_____]

GENERAL CONDITIONS

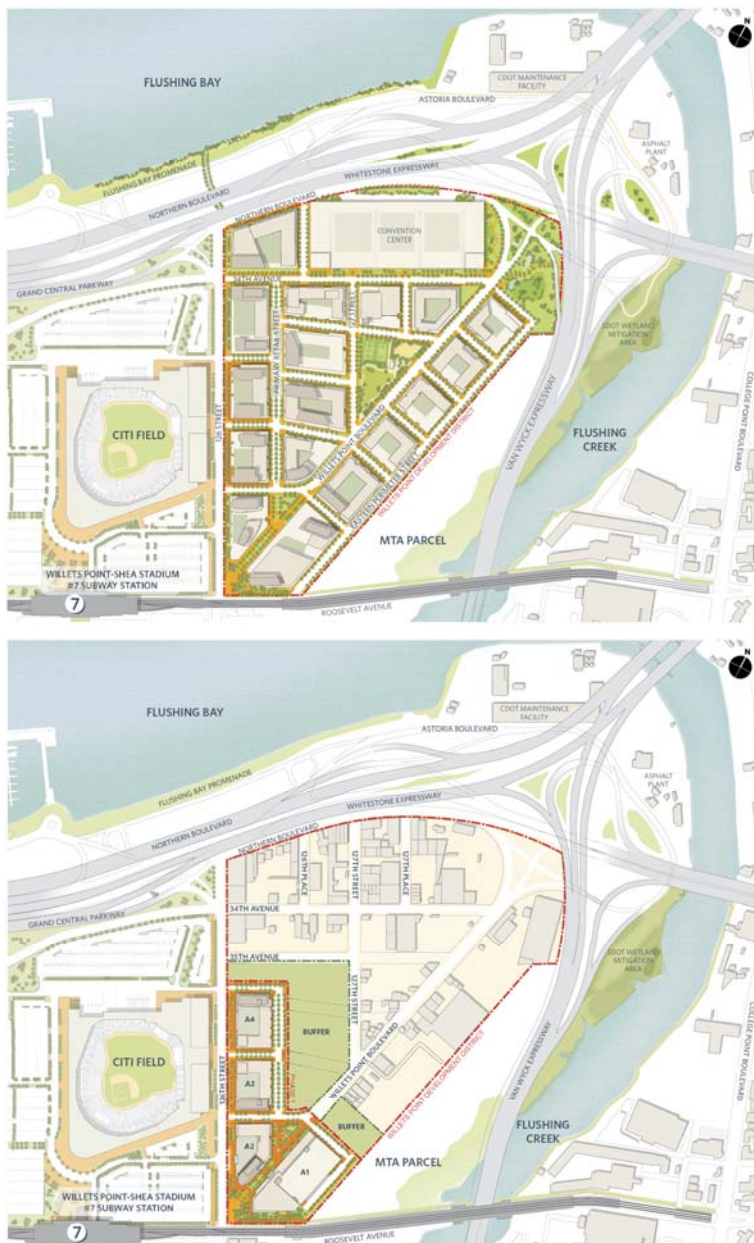
1. **NON EXCLUSIVE.** It is understood and acknowledged by the Respondent that each Respondent to the RFP shall submit a Term Sheet in the form hereof as part of its submittals to the RFP (as set forth in more detail in the RFP). NYCEDC may choose to enter into non-exclusive negotiations to develop the Project, including, without limitation, negotiations with respect to the Contract of Sale for the Property, with several Respondents to the RFP as part of the RFP Respondent selection process prior to final selection of the Selected Developer to undertake the Project. Notwithstanding the foregoing, Respondent is advised that although discussions or negotiations may be conducted, NYCEDC has the option of selecting a developer to undertake the Project without conducting discussions or negotiations. Therefore, the Respondent should submit their best proposals initially, since discussions or negotiations may not take place prior to selection of a Selected Developer.

2. **NON BINDING.** It is hereby agreed that this Term Sheet does not create or give rise to any contractual or other legally enforceable rights, obligations or liabilities of any kind on the part of any party; it being the intent of the parties that only a subsequently formalized Contract and the corresponding Deed of Sale, if executed and delivered, shall obligate any party on the matters set forth herein.

APPENDIX 2: ILLUSTRATIVE DEVELOPMENT SCENARIO

The Design Guidelines, available in the Site Information File, provide a complete illustration of the City's vision for Willets Point described through planning principles and design recommendations for the District as a whole and in particular the open spaces, streetscapes, and buildings. Proposals will be given increased consideration to the extent that they conform and creatively enhance the Design Guidelines.

The following is an illustrative development scenario for the Phase 1 Site representing one interpretation of the Phase 1 Approved Program within the conceptual framework provided by the Design Guidelines. This section has been provided solely for the purpose of clarifying the design intent and key elements of the Design Guidelines.



Illustrative Plan of the Full District Build-Out (above) and the Phase 1 Site (below). Image by Beyer Blinder Belle



■ BUFFER

Illustrative View from the South of the District. Image by Beyer Blinder Belle

Key Design Strategies

- Suggested articulations in building facades can provide visual interest. Taller bases in the southern blocks can provide space for larger footprint retail and commercial uses, while lower scale bases can front Citi Field to extend a pedestrian-oriented retail environment to the stadium;
- Towers might be varied in height to create a dynamic view corridor down Willets Point Boulevard, frame Citi Field Stadium, and generate a diverse skyline;
- The Southern Anchor Block (A1 and A2) is conceived of as a visual and pedestrian gateway for the District. It offers an opportunity for an architecturally iconic tower, welcoming public plazas, and a combination of larger footprint commercial and destination retail;
- 126th Street is conceived of as a two-level linear public plaza that creates a dynamic public space animated by retail store fronts and restaurants with outdoor seating;
- Landscaped mid-rise roofs, visible from high-rise towers, provide sustainable stormwater management as well as accessible green spaces for residents and/or hotel guests.

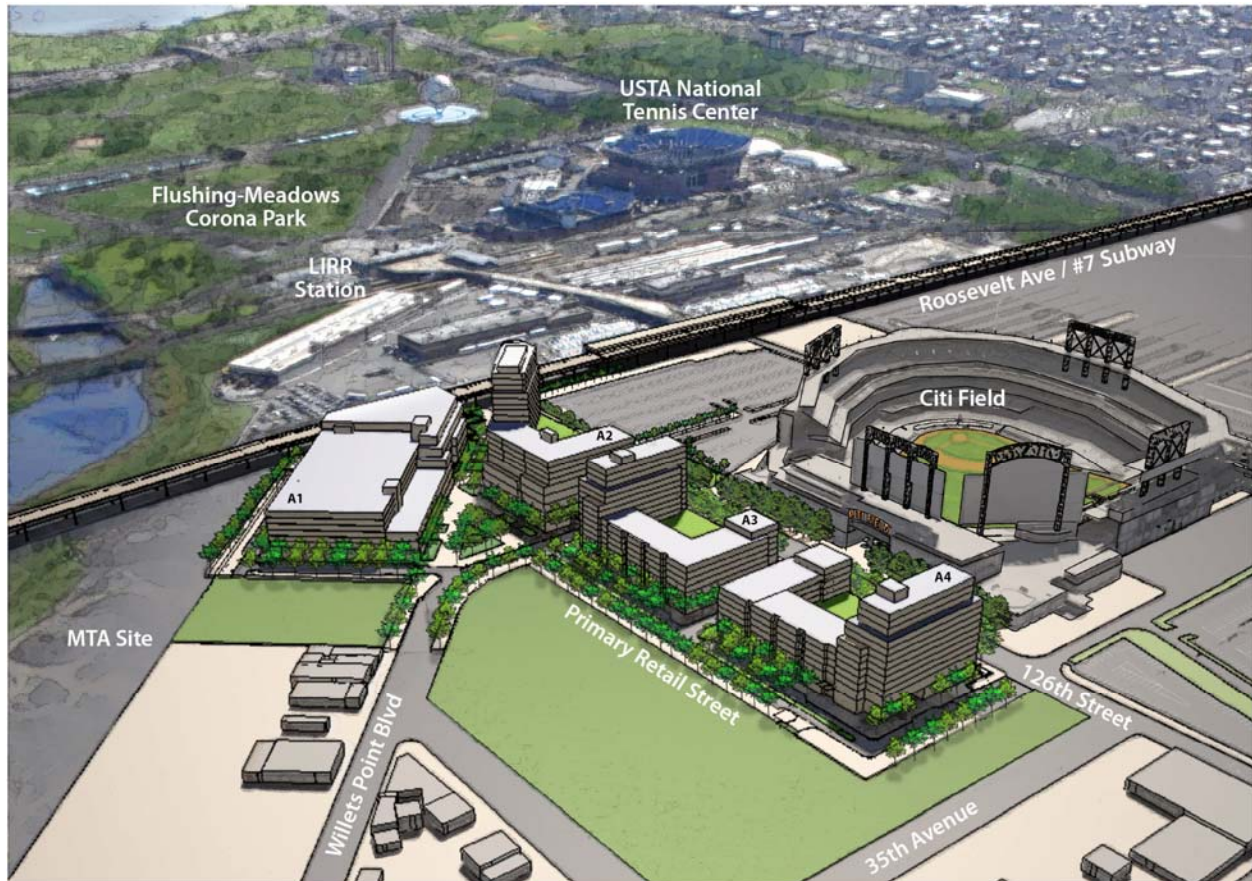


■ BUFFER

Illustrative View from the Northwest of the District. Image by Beyer Blinder Belle

Key Design Strategies

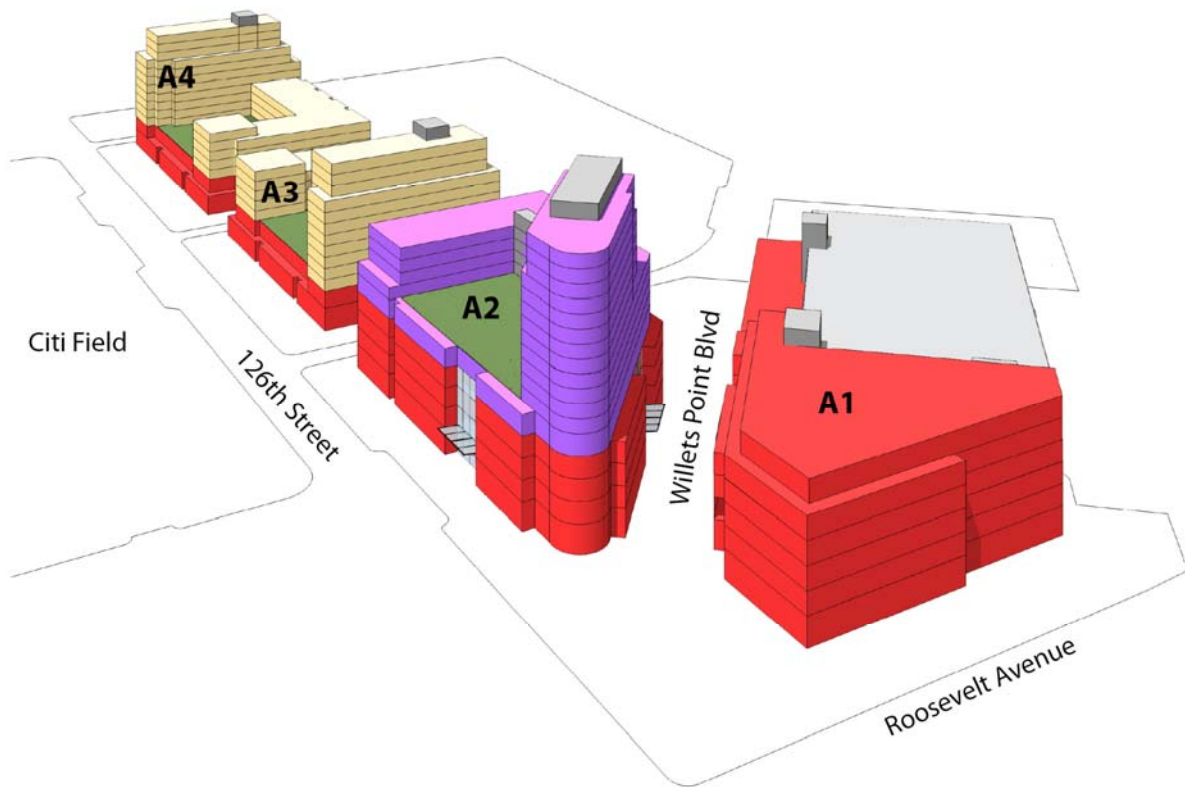
- It is suggested that the architecture have a consistent quality throughout but also feel diversified and dynamic, avoiding the feeling of a “mega-project”;
- Blocks A3 and A4 might offer ground and second floor retail with residential above to help promote a lively mixed-use urban neighborhood;
- Towers might be located to visually frame the stadium, while the most southern tower, conceived of as an iconic tower, is oriented to enjoy views of the stadium field;
- Streets with active retail uses fronting the sidewalk might connect 126th Street with the Primary Retail Street to help create a pedestrian-oriented urban environment and promote walkability.



■ BUFFER
Illustrative View from the North of the District. Image by Beyer Blinder Belle

Key Design Strategies

- Conceived as a double-sided retail corridor in the full-build out, the Primary Retail Street is envisioned to provide “life-style” retail along a pedestrian-oriented street with residential uses above;
- Streetscape improvements and landscaping are envisioned along both sides of the Primary Retail Street to provide a complete streetscape;
- A Central Retail Plaza located at the southern terminus of the Primary Retail Street can serve as a signature year-round gathering space for visitors and residents;
- A “retail street”, connecting the Primary Retail Street with 126th Street, can be aligned with the main gate of Citi Field to facilitate movement into the District;
- A multi-level parking structure, located within Block A1, can serve the retail, residential and commercial uses throughout the Phase 1 Site and Buffer Area, and is masked behind active retail and/or commercial uses.



- LEGEND**
- RETAIL
 - RESIDENTIAL
 - HOTEL
 - PARKING
 - GREEN ROOF

Illustrative Distribution of the Phase 1 Approved Program. Image by Beyer Blinder Belle

Key Land-use Strategies

- Blocks A1 and A2 may serve as “anchor” retail blocks with a higher proportion of retail square footage and large-footprint retail spaces;
- The hotel might be located at the gateway and along Willets Point Boulevard to animate the gateway and provide an opportunity for an iconic tower;
- In Blocks A3 and A4, residential floors above ground and second floor retail uses can frame the stadium;
- A major parking garage for the Phase 1 Site is located within the Anchor Block, with easy vehicular access, but is masked from the public spaces behind active retail uses;
- Blocks A1 and A2 anchor the southern terminus of the Primary Retail Street.

APPENDIX 3: HPD DESIGN GUIDELINES FOR NEW CONSTRUCTION

HPD has outlined a set of design principles and guidelines to foster quality and encourage creative approaches throughout the entire design development process. The design guidelines apply to all new construction housing projects subject to HPD review and approval.

The purpose of these guidelines is to establish minimum criteria for the design of quality housing. These guidelines are not intended to supersede the requirements of any other rules or regulations of any other agency having jurisdiction, in which case the more restrictive will govern.

Other agency rules and regulations may include but are not limited to New York City Building Code, Housing Maintenance Code, Zoning Resolution, Local Law 58 Handicap Standards, and particular program requirements. Also, projects must meet Federal, State, and City environmental laws, including those pertaining to: historic preservation; air, water, and noise quality; floodplain, wetland and coastal zone management; and solid waste management.

Guidelines using the word must are mandatory. However, the word should is advisory and minor deviations from the guidelines will be allowed if necessary to accommodate a clearly superior design. Substantial deviations from the advisory guidelines may disqualify proposals.

1. DEVELOPMENT SITE PLANNING

a. Relationship to Neighborhood

- i. When applicable, the height of a new building should relate to the prevailing heights of the existing buildings in the immediate neighborhood. The street wall and façade materials of any new building should visually and physically harmonize with the immediate neighborhood.
- ii. The design should be pedestrian friendly and provide architectural elements that generate activity, interest and interaction at the street level, such as stoops, porches, setbacks, bay windows, etc.

b. Outdoor Space

- i. A variety of outdoor spaces should be programmed and landscaped for specific uses according to the project's intended population, e.g.
- ii. If provided, front yards should be appropriately landscaped.
- iii. Toddler play area with matting and safe equipment
- iv. Infrastructure for tenant gardens
- v. Seating and game tables in the shade
- vi. Outdoor spaces must be buffered from vehicular service areas.
- vii. Wherever possible, windows should be located to insure surveillance of public and private outdoor spaces.
- viii. A secure barrier, such as the building or a steel picket fence (chain link fence is not acceptable along the street), should protect the perimeter of the Development Site. The number of entry points into a building or project site should be minimized.

- ix. Street trees must be provided along the street frontage as per the NYC Department of Parks and Recreation and the NYC Department of Transportation standards.
- x. Street Facade/Building Elevation
- xi. The façade materials of all new buildings should be compatible with the surrounding neighborhood. Brick should be used in neighborhoods with a predominantly brick character.
- xii. Dimensions and spacing of fenestration should echo neighborhood patterns and maximize daylight into the unit.
- xiii. Color, texture, material, and fenestration should be used to:
- xiv. Relate to adjacent buildings
- xv. Define the base, middle, and top of buildings
- xvi. Reinforce the human scale at the base level

c. Parking

- i. Parking should be shielded from the street and from on-site open spaces. Trees should provide a canopy over the parking areas if they are not below grade.
- ii. If a large number of parking spaces are needed, consideration should be given to parking below grade.
- iii. Front pad parking should be avoided.

2. BUILDING PLANNING

a. Lobby

- i. The lobby should be treated as an attractive and gracious space with materials and furnishings that are attractive, durable, and easy to maintain.
- ii. The lobby should be undisrupted by other elements, i.e.
- iii. Garbage removal should not pass through the lobby
- iv. The compactor chute should not open into the lobby
- v. Janitor's closet and fire stair should not be visible.
- vi. If a mailroom is provided, it should be located in an area that is visible and accessible from the lobby.
- vii. Natural light should be maximized, and if possible, a view of the exterior landscaped space should be exploited.
- viii. The primary vertical circulation/elevator should be visible and accessible from the lobby.
- ix. The lobby should be visible from the street to insure security. Main residential entry should be clearly articulated and differentiated from commercial/retail entry.
- x. Entry from the project's open space, the parking area, and the sidewalk should lead directly into the same lobby.

b. Interior Circulation

- i. Public circulation space should be minimized.
- ii. The interior circulation system should have a minimal number of changes in corridor direction and minimal recesses or offsets.
- iii. Natural light should be maximized in circulation spaces.

c. Community Spaces

- i. A variety of community spaces should be programmed for specific uses and sized accordingly with appropriate finishes and furnishings, e.g.
- ii. Children's indoor play room with safe and durable play equipment and playful finishes
- iii. Party room or adult lounge with comfortable furniture, T.V., bar/kitchenette, in close proximity to laundry room
- iv. Exercise room with ventilation and natural light
- v. Common laundry room conveniently located and directly accessible from the Public circulation. In 1 to 3 family houses, provide laundry hook-up for the homeowner.
- vi. All community spaces should receive natural light and have direct physical and visual access to the outdoor recreation space.
- vii. Appropriate relationships between community spaces should be fostered.

d. Building Services

- i. Janitor closets should be provided with slop sinks.
- ii. Provide vandal/frost-proof hose bib at front and rear of building.
- iii. Provide trash chutes, recycling room, and trash compactor in elevator buildings with 30 or more dwelling units.
- iv. The compactor room should be located for convenient transport of compacted refuse to the outside, minimizing transportation of garbage through the building's circulation space or across outdoor space.
- v. Curb-side storage space for refuse/recycling pick-up should be provided and screened from the sidewalk, street, and building entrance.

3. APARTMENT PLANNING

a. Unit Arrangement

- i. There must be no circulation through bedrooms to other bedrooms or to primary bathrooms. Bathrooms should be near the bedrooms. Bathrooms must not open into the Living Room, Dining Room, or Kitchen. Circulation through the Living Room should be avoided.
- ii. All door placements and wall lengths should accommodate furniture placement.
- iii. Direct access to private outdoor space should be provided from a living space within the unit, not a bedroom.

b. Minimum Room Sizes

- i. [Insert Table]

c. Kitchenette/Kitchen

- i. Kitchen to Living Room visibility should be maximized by pass-through openings, open counters, and half height partitions.
- ii. Plumbing and ventilation chase walls should be shared where possible, but not at the expense of the design.
- iii. Kitchen equipment must consist of a 30" range, refrigerator (14 c.f. min), 24" sink, base cabinets with countertop and wall hung cabinets. In 1 to 3 family homes, provision for dishwasher and hook-ups should be provided for the homeowner.
- iv. Countertop work surface should be located on both sides of the sink and both sides of the range.
- v. The minimum length of countertop work surface (excluding sink and appliances) and cabinet shelving must be as follows:

Apartment Type	Countertop Work Surface	Shelving
0-BR	5 Lin. Ft.	30 Lin. Ft.
1-BR	6 Lin. Ft.	40 Lin. Ft.
2-BR	7 Lin. Ft.	50 Lin. Ft.
3-BR	8 Lin. Ft.	55 Lin. Ft.
4-BR	8 Lin. Ft.	65 Lin. Ft.

- vi. Base cabinets and countertops must be 2'-0" deep. Shelving must be 11 ½" deep.
- vii. Pantries are desirable, encouraged, and qualify as required shelving.

d. Dining Area

- i. Every dwelling unit must contain a space for dining, which accommodates a table and chairs for the intended maximum number of occupants.

e. Bathrooms

- i. Every dwelling unit must contain at least one full bathroom containing a bathtub with showerhead, a sink, and a toilet. Compartmentalizing the bathroom, to enable simultaneous use by more than one person, is encouraged.
- ii. Three bedroom apartments must have an additional half bathroom containing a sink and a toilet, and possibly a shower.
- iii. Four bedroom apartments must contain two complete bathrooms.

f. Storage

- i. Every dwelling must contain a coat closet that is convenient to the entrance and is at least 2'-0" deep and 3'-0" wide.

- ii. Every bedroom must contain a clothes closet that is at least 2'-0" deep and 5'-0" wide.
- iii. Every dwelling unit must contain storage for linens that is at least 1'-6" deep and 2'-0" wide.
- iv. Additional general storage space, such as a walk-in-closet, should be provided within each dwelling, especially for units with more than 2 bedrooms.

4. HANDICAPPED/ ELDERLY REQUIREMENTS

In addition to meeting all other applicable laws and regulations, units designed for elderly and/or handicapped persons must meet the following provisions:

a. Lobby seating

- i. In all projects designed for exclusive occupancy by elderly or handicapped persons, adequate sitting space with a view of the street or open space should be provided in the lobby or adjacent lobby of each building.

b. 2 person 0-BR units

- i. Every 0-BR dwelling unit designed for occupancy by elderly or handicapped persons must accommodate two persons sleeping separately.

c. Outdoor space

- i. In all projects designed for exclusive occupancy by elderly or handicapped persons, Provisions should be made for sitting space for at least 20% of all residents in appropriate outdoor areas.
- ii. All outdoor space must be programmed and landscaped for specific uses.
- iii. All outdoor spaces must be buffered from vehicular service areas.

APPENDIX 4: HPD MANAGEMENT QUESTIONNAIRE

1. Across your portfolio, what is the typical ratio of property managers to number of units? Describe if staffing plans differ based on the funding source (e.g. LIHTC or HOME).
2. Describe the management and maintenance staffing plan envisioned for this project. If you have one, please submit a sample or project-specific Management Plan.
3. What property management certifications and licenses are held by your staff? (For example: RAM or IREM certification, tax credit certification, commercial real estate broker's license, etc.)
4. Please describe any LIHTC and/or HOME compliance coursework management staff has completed.
5. Has any property managed by the manager or owned by the owner ever had a recapture of LIHTC? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.
6. Have IRS Forms 8823s been issued for your properties, reporting noncompliance that was uncorrected at the time of issuance? If so, how many have been issued. Please include instances where you may have purchased or taken over management of a property with open compliance issues.
7. Do any properties managed by the manager or owned by an affiliate of the owner have open HOME compliance issues? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.
8. Do any properties managed by the manager or owned by an affiliate of the owner have open Class C NYC Housing Maintenance Code violations or open NYC DOB violations? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open violations.
9. Has the management company or any of its principals been disbarred by HUD or any other government agencies?
10. What is the vacancy rate across your portfolio as of the date of this submission? Please explain.
11. What are delinquent rents as a percentage of total rent roll across your portfolio of owned/managed properties? Please submit data showing arrears at 30, 60, and 90+ days arrearages.
12. Please submit a sample Monthly Management Report from the last year for an affordable housing property of your choosing.

APPENDIX 5: COMMERCIAL ECONOMIC DEVELOPMENT BENEFITS

The following are economic development benefits that may be available to certain types of projects if the project meets eligibility requirements, including but not limited to factors such as site use and location. The descriptions are for general informational purposes only. The potential benefits described herein are subject to approval by the appropriate government agencies. Accordingly, neither the RFP respondents nor any third party should view the contents of this section as a final offer from, or commitment of, the City, NYCEDC or other agencies.

New Markets Tax Credit Program (“NMTC Program”)

The New Markets Tax Credit (NMTC) Program permits taxpayers to receive a credit against Federal income taxes for making qualified equity investments in designated Community Development Entities (CDEs). Substantially all of the qualified equity investment must in turn be used by the CDE to provide investments in low-income communities.

The NMTC Program is administered by the federal Community Development Financial Institutions (CDFI) Fund. For more information regarding the program’s eligibility requirements and restrictions, as well as a complete listing of CDEs with an allocation of the tax credits that may be used in the financing of projects and businesses located in low-income areas of New York City, please visit: <http://www.cdfifund.gov>

New York City Industrial Development Agency (“IDA”)

NYCEDC administers the programs of the New York City Industrial Development Agency. The IDA issues double and triple tax-exempt industrial development revenue bonds to assist eligible commercial, industrial, and nonprofit corporations to finance capital expansion projects within the City’s five boroughs. These organizations may also qualify for abatements on their sales, real estate and mortgage recording taxes (if applicable). An eligible project must create or retain permanent jobs in New York City and must need IDA financing in order to move forward. Bond proceeds must be used for acquiring land and/or equipment.

For more information regarding the programs’ eligibility requirements and restrictions, contact New York City Economic Development Corporation
Real Estate Transaction Services
110 William Street
New York, NY 10038
(212) 312-3600/(888) NYC-0100
www.nycedc.com/nycida

New York City Regional Center (“NYCRC”)

The New York City Regional Center (the “NYCRC”) is an entity approved by the Department of Homeland Security to raise foreign investment capital and invest such funds in real estate projects in New York City. The NYCRC is part of the EB-5 Regional Center (the “EB-5 Program”) which was established by Congress to stimulate economic growth through foreign investment. The EB-5 Program’s mandate is to use foreign investment to spur job creation in areas of high unemployment while simultaneously affording eligible foreign investors the opportunity to become lawful permanent residents of the United States.

The NYCRC has provided funding for or is in the process of raising funds for the following projects in New York City:

Brooklyn Navy Yard Redevelopment Project:	\$60 million
Steiner Studios Expansion Project:	\$65 million
Brooklyn Arena and Infrastructure Project:	\$249 million
New York City East River Waterfront Project:	\$77 million
Pier A Redevelopment Project:	\$16.5 million

Some of the benefits from borrowing funds from the NYCRC include the following:

- Below market interest rates (current range 4% to 5% for City-sponsored projects)
- Interest-only loans
- Term of five to seven years
- Flexible loan structure for borrower
- Expedited loan underwriting process
- Ability to fund large-scale, multi-component, public/private projects
- Can raise money for multiple project phases, with up to \$249 million per offering

For more information, please visit: <http://nycrc.com/>

Empire State Development Corporation

Empire State Development (ESD) is New York State’s primary agent for economic development, dedicated to making New York the most compelling place in which to live, work and do business. ESD works in partnership with the public and private sectors to create an environment that spurs innovation and economic development while enhancing New York State’s competitive advantage as the world capital for many industries, ranging from finance and media to technology and agriculture. ESDC’s services include helping companies identify the financial assistance that will most benefit their business including direct loans, loan guarantees and grants that can help companies reduce the costs of undertaking a job creation or retention project in the State. ESD administers the Excelsior Program, which provides benefits for job creation and job growth.

For further information, please visit:
<http://www.empire.state.ny.us/>

New York State DEC Brownfields Cleanup Program

The goal of the Brownfield Cleanup Program is to enhance private-sector cleanups of “brownfields” and to reduce development pressure on “greenfields”. A brownfield site is real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant. Contaminants include hazardous waste and/or petroleum. The Brownfields Cleanup Program provides benefits for the cleanup and redevelopment of brownfield sites including liability relief and tax credits. Tax credits are provided in four areas; cleanup, redevelopment, real property taxes and for the purchase of environmental insurance.

Respondents are encouraged to see the “Brownfield Cleanup Program Guide” (http://www.dec.ny.gov/docs/remediation_hudson_pdf/bcp_eligibility.pdf) on the NYS DEC website (<http://www.dec.ny.gov>) for further details as to how DEC determines whether a particular piece of property is eligible for participation in the BCP.

New York City Relocation Employment Assistance Program (“REAP”)

REAP encourages businesses to relocate from Manhattan south of 96th Street, or from outside the city, to eligible premises in Manhattan north of 96th Street and all other boroughs. Qualified businesses (excluding retail activities and hotels) are entitled to a credit against a city business income tax liability of up to \$3,000 per eligible employee per year for up to 12 years. Businesses must relocate either to a building improved by at least 50% of its assessed value or sign a lease of at least three years and spend a minimum of \$25 per square foot on improvements. The city business income taxes against which the credit can be taken include the general corporation tax, unincorporated business tax, banking corporation tax or the utility tax. Credits are refundable for the year of relocation and the succeeding four years. Unused credits from subsequent years may be carried forward for five years.

For more information, including eligibility requirements, please visit:

http://www.nyc.gov/html/dof/html/property/property_tax_reduc_reap.shtml

Industrial and Commercial Abatement Program (“ICAP”)

The ICAP program provides abatements of real property taxes for varying periods up to 25 years for eligible industrial and commercial buildings that are built, modernized, rehabilitated, expanded, or otherwise physically improved.

For more information, please visit:

http://www.nyc.gov/html/dof/html/property/property_tax_reduc_incentive.shtml

New York City Energy Cost Savings Program (“ECSP”)

The energy cost savings program reduces electricity and natural gas bills. Qualifying businesses must either (1) relocate to the Phase 1 Site from outside of New York City or from Manhattan below 96th Street; or (2) make an investment that is greater than 10 percent of the Phase 1 Site’s Assessed Value. Retailers, hotels, personal-service providers, and public-benefit corporations are not eligible

For more information regarding these requirements, contact:

Energy Cost Savings Program
New York City Department of Small Business Services
110 William Street
New York, NY 10038
(212) 513-6415
www.nyc.gov/html/sbs

Con Edison Economic Development Incentive Rates

For information on the Con Edison Economic Development Incentive Rates contact:

Con Edison
James B. Hartwick
511 Theodore Fremd Ave.
Rye, NY 10580
914-925-6459
hartwickj@coned.com

New York City Department of Small Business Services (“SBS”)

SBS makes it easier for businesses in New York City to form, do business, and grow by providing direct assistance to business owners, fostering neighborhood development in commercial districts, and linking employers to a skilled and qualified workforce. SBS provides the following services:

Workforce Career Centers are located throughout the five boroughs and provide the City's jobseekers with a full array of employment services including career advisement, job search counseling, skills training, and job placement. SBS runs New York City’s workforce development programs, which connect employers to a skilled workforce and provide training and placement services to the City’s adult workforce.

Web site: www.nyc.gov/workforce

NYC Business Solutions Training Funds provide New York City employers with funding and support to develop the skills of their workers and promote career advancement for their employees. The program provides benefits for both employers and their entry-level workers. By offering financial support for training, Training Funds help employers to afford training programs

that can reduce turnover and increase productivity, thereby lowering the cost of doing business in New York City. At the same time, trainees benefit from new skills, increased compensation, and a higher quality of life. Through both channels, Training Funds strengthen New York City's economy.

Web site: www.nyc.gov/training

NYC Business Solutions is a suite of services offered by SBS to help businesses start, operate and expand in New York City. Regardless of the size or stage of a business, NYC Business Solutions can help meet the needs of entrepreneurs and business owners. NYC Business Solutions' services can be accessed at NYC Business Solutions Centers located in the five boroughs.

Web site: www.nyc.gov/businesssolutions

NYC Industrial Business Solutions provide free, one-on-one assistance to businesses operating in New York City's 16 Industrial Business Zones (IBZs). Each IBZ has a business counselor available to assist industrial businesses meet a variety of needs, including: business planning, finding financing, accessing tax incentives, navigating government, recruiting and training employees, and improving operational efficiency.

Web site: www.nyc.gov/ibz

APPENDIX 6: GREEN BUILDING BENEFITS AND RESOURCES

Please refer to the following list of Internet resource sites to facilitate with high performance/green building research. In addition, please refer to LEED guidelines.

New York State Energy Research and Development Authority

NYSERDA provides computer modeling, design charrette coordination, assistance in obtaining LEED certification, Executive Order 111 assistance, New York State Green Buildings Tax Credit assistance, green materials recommendations, commissioning and life cycle costing analysis to building design teams to help make new and rehabilitated commercial, industrial, and institutional buildings green. Green Building services are offered under the New Construction program PON 1155.

Energy efficiency services to new building construction and renovations are offered under the New Construction Program on a first come first served basis. Capital cost incentives are calculated using energy performance and technical assistance is provided on a cost-shared basis.

Since 1999, NYSERDA has given more than \$92 million in federal and State funds to provide assistance for projects affecting more than 137 million square feet of building space in New York State. Its clients have included the Durst Organization, Hearst Corporation, New York Times, Blue Cross/Blue Shield, Frito Lay, NYS Teachers' Retirement System, Enable, Common Fire Foundation, Octagon Park, Goldman Sachs, the Center for Discovery, Upstate Farms Cooperative, Strong National Museum of Play, World Trade Center 7, the New York City Department of Design and Construction, Board of Education, and Office of Management and Budget, etc.

For more information about NYSERDA's building Programs, contact:

NYSERDA

Technical Communications Unit
Corporate Plaza West
286 Washington Avenue Extension
Albany, NY 12203-6399
Phone: (518) 861.4-1090 ext 3250
web-site: <http://www.nyserda.org>

United States Department of Energy

For more information about USDOE building programs, contact:

Dru Crawley
1000 Independence Avenue, SW
Washington, DC 20585
Phone: (202) 586-2344
Fax: (202) 586-161.48
e-mail: drury.crawley@ee.doe.gov
web-site: <http://www.doe.gov>

New York State Department of Environmental Conservation

James Austin, Assistant Commissioner

Phone: (518) 485-8437

e-mail: jdaustin@gw.dec.state.ny.us

web-site: <http://www.dec.state.ny.us>

Additional Web-Sites:

American Council for an Energy-Efficient Economy

<http://www.aceee.org>

Energy Efficiency and Renewable Energy Network (EREN)

<http://www.eren.doe.gov>

Energy Star Program (U.S. EPA)

<http://www.energystar.gov>

Environmental Building News

<http://www.ebuild.com>

Environmental Defense Fund

<http://www.edf.org>

National Resources Defense Council

<http://www.nrdc.org>

New York State Energy and Research Development Authority

<http://www.nyserda.org>

Rocky Mountain Institute

<http://www.rmi.org>

Southface Energy Institute

<http://www.southface.org>

US Department of Energy

<http://www.doe.gov>

US Environmental Protection Agency

<http://www.epa.gov>

US Green Building Council

<http://www.usgbc.org>

APPENDIX 7: WILLETS POINT M/WBE LOCAL HIRING INITIATIVE

The Willets Point M/WBE and Local Hiring Task Force (Task Force) calls for the creation of a Minority/Women Business Enterprise Contracting Program (Program) to be implemented by the Developer for all contracting activities related to Willets Point Redevelopment Project (Project).

The Taskforce also recommends a workforce participation program that will ensure training, hiring and referral programs for pre-construction, construction and post-construction phases of the project. The goals set by this program will address local, minority and women residents as well as low to moderate income individuals. The program shall provide workforce development services for unemployed persons including, but not limited to, job readiness, skills development and worker training.

The Taskforce calls upon the New York City Economic Development Corporation (EDC) to take all necessary steps to ensure that the goals and commitments reflected in this Program are incorporated into all relevant solicitations and agreements to which the EDC is a party, to the maximum extent permitted by law. EDC shall also require, as a provision in all solicitations and agreements relating to the Project to which EDC is a party, that the Developer(s) selected for the Project, and its/their consultants and agents, meet at least on a quarterly basis with the Task Force and present to the Task Force a detailed plan for addressing the goals of the Program.

Participation Goals

Contracting

The Task Force recommends the following minimum participation goals to ensure a meaningful participation by Minority and Women Business Enterprises (M/WBEs) in the Project. To maximize opportunities for qualified M/WBEs, the Developer(s) selected for the Project should seek strategies such as carve-outs, contract unbundling and joint venturing.

Pre-Construction – Professional Services

The utilization of professional services, which include but not limited to architectural, engineering, legal, planning, transportation/traffic analysis, financial, marketing and other consulting services, during the pre-construction phase of the Project, have the following minimum goals.

- Minority Business Enterprise (MBE) – minimum award of five percent (5%) of the total dollar value of pre-construction service contracts to Minority owned professional service firms.
- Women Business Enterprise (WBE) – minimum award of three percent (3%) of the total dollar value of pre-construction service contracts to Women owned professional service firms.
- Queens based Business Enterprise (QBE) – minimum award of five percent (5%) of the total dollar value of the pre-construction service contracts to professional service located in Borough of Queens.

Construction

All construction trades including related suppliers and general conditions providers utilized during the construction phase of the Projects are subject to minimum goals. The goals encompass all levels of contracting including subcontracts and sub-sub contracts.

- Minority Business Enterprise (MBE) – minimum award of twenty percent (20%) of the total dollar value of the construction contracts to Minority owned construction and construction related firms.
- Women Business Enterprise (WBE) – minimum award of five percent (5%) of the total dollar value of the construction contracts to Women owned construction and construction related firms.
- Queens Based Business Enterprise (QBE) – minimum award of twenty five percent (25%) of the total dollar value of the construction contracts to Queens based construction and construction related firms.

Post Construction

Post construction services that support the on-going operation and maintenance of the finished Project, including but not limited to security, landscaping, supply, and custodial services contracts have following minimum goals.

- Minority Business Enterprise (MBE) – minimum award of fifteen percent (15%) of the total dollar value of the post construction purchasing and service contracts to Minority owned firms.
- Women Business Enterprise (WBE) – minimum award of ten percent (10%) of the total dollar value of the post construction purchasing and services contracts to Women owned construction firms.
- Queens based Business Enterprise (QBE) – minimum award of fifteen percent (15%) of the total dollar value of the post construction purchasing and services contracts to Queens based firms.

EDC Adoption of Participation Goals

EDC will encourage participation goals set by the Task Force. However, EDC will maximize allowable MBE and WBE participation goals in its solicitations and agreements relating to the Project, to the extent feasible and consistent with applicable federal, state and local laws and policies. EDC should further, to the maximum feasible extent consistent with costs and other factors, structure any such solicitations so as to encourage developers to include MBE and/or WBE joint venture partners and/or to operate with a significant level of subcontracting opportunities, particularly at dollar value levels that are likely to ensure that MBE and WBE vendors are able to perform such subcontracts. In addition, if at any time during the

development of the Project, the City has certified a sufficient number of Emerging Business Enterprises (EBE) to support the establishment of additional participation goals for EBEs, EDC shall also include such goals in relevant EDC solicitations and agreements to which the EDC is a party. EDC's solicitations and agreements shall include prime contract participation goals for all of the above-described types of services, and shall include subcontract participation goals for professional services and construction. As further described below (under Capacity Building and Outreach), EDC shall require the Developer(s) selected for the Project to make maximum efforts to ensure that Queens-based businesses are made aware of and offered an opportunity to participate in the contracts and subcontracts for the Project.

Workforce

The primary geographic area established for workforce recruitment is the Borough of Queens with the secondary target including the New York City region. The Developer(s) selected for the Project shall make good faith efforts to meet the overall goals during all phases of the project.

- Minority Workforce Participation – not less than 35% of the work hours shall be awarded to minority construction workers of which 35% shall have the status of journey level worker.
- Women Workforce Participation – not less than 10% of the work hours shall be awarded to women construction workers of which 35% shall have the status of journey level worker.
- Each goal shall be achieved separate and apart from each other.
- Hiring goals shall include specific commitments to communities directly impacted by the project (ie Corona, Flushing, East Elmhurst).
- Hiring goals shall include specific commitments to hiring individuals who can demonstrate prior or current employment in the Willets Point neighborhood.

The Developer(s) selected for the Project shall also work with EDC and the Department of Small Business Services to set projected hiring targets for newly created permanent jobs through the project. The target population is defined by the communities mentioned above with high concentrations of poverty.

EDC will encourage participation goals set by the Task Force. However, EDC will maximize the minority and women workforce participation goals in all of its City's solicitations and agreements relating to the Project, to the extent feasible and consistent with applicable federal, state and local laws and policies. As further described below (under Capacity Building and Outreach), EDC shall require the Developer(s) selected for the Project to make maximum efforts to ensure that Queens residents, particularly those from the communities most directly impacted by the Project, are made aware of and offered an opportunity to participate in the workforce opportunities offered for the Project.

Capacity Building

Contracting

The Developer(s) selected for the Project, in order to encourage successful participation by M/WBE firms, EBE firms and QBE firms in the Project, is encouraged to establish or incorporate existing capacity building programs and one-on-one consulting services to the Program. EDC should include in all relevant solicitations and agreements for the Project the requirements described below as the capacity building element of the Program, including but not limited to, the following components to increase the technical knowledge of M/WBE, EBE and QBE firms.

Business Assistance Programs

- Assist business to improve their basic business skills including but not limited to financial management, marketing, organizational structure, bonding and credit readiness and other business administration skills.
- Advance level assistance for established firms to encourage growth and expansion.
- Certification assistance to qualifying Minority/women owned firms and emerging businesses in obtaining certified status with New York City Department of Small Business Services (SBS).

Technical Assistance Program

- Construction related courses such as cost estimating, contract management, project management, blue printing reading, safety, scheduling, bid and proposal preparation and etc.
- Advance level assistance for established firms to encourage growth and expansion.

Financial Assistance Programs

- Bridge or revolving loan programs providing working capital and easing the entry for qualified firms with cash flow issues.
- Advance and quick payment processes for M/WBE, EBE and QBE firms on the project to ensure steady cash flow.

Workforce

The Task Force sets the following minimum workforce standards:

- The Project will focus on equal opportunities for minorities and women in the workforce and will make every effort to comply in good faith with all participation goals instituted by the Program.
- All contractors employed on the project shall be required to aggressively seek to comply with on-site equal employment opportunity and take workforce affirmative action steps for all minority groups and all women both minority and non-minority.
- Employment must be substantially uniform throughout the length of the contract in each trade.
- There must be transparency in the hiring process.

- The Task Force calls for a Project Labor Agreement for the project to promote uniformed wages and benefits and to promote employment for Queens residents.
- The Developer(s) selected for the Project shall require that all professional service firms adopt and make good faith efforts to achieve the workforce participation goals and work with firms that foster the hiring of qualified Minority and women professional employees.
- The Developer(s) selected for the Project shall give preference to those professional service firms that have demonstrated a commitment to the goals of hiring and promoting qualified Minority and Women professionals.
- The Developer(s) selected for the Project shall sponsor a job “training program” to train Queens residents for construction jobs within the project including assisting with GED certificates when necessary.
- The Developer(s) selected for the Project shall require all construction contractors working on the Project to make good faith efforts to hire a portion of their workforce(s) through the “training program”.
- The Developer(s) selected for the Project shall work with local High Schools that focus on the construction trades for internship opportunities, speaking engaging and out reach to high school students interested in all areas of construction.

Outreach

Contracting

The Developer(s) selected for the Project will establish standards, tools and resources to market and promote opportunities available to the community and recruit qualified firms and individuals for the Project.

- Promote the opportunities available in the Project and about the Program to M/WBE, EBE and QBE firms through direct mail, advertisements, web site, newsletters and etc., including, but not limited to, publications serving Queens, particularly the communities most directly impacted by the Project, as well as publications serving the M/WBE and/or EBE communities, as identified by the Task Force and SBS.
- Host and participate in trade fairs, networking events, conferences and etc to promote available opportunities and to reach out to M/WBE, EBE and QBE business community.
- Host pre-bid and pre-construction meetings with bidders and potential bidders.
- Produce “Construction Forecast” tools to identify and inform potential bidders of Project timeline and upcoming bidding opportunities.

Workforce

- Contractor(s) shall be required to make written requests to the Trade Unions for referrals of minority and female employees and unemployed Queens Union members.
- All contractors, prime and subs, must attend all events recommended by the Task Force to identify minority and women workers who may be eligible for workforce programs who are interested in participated in the Project.

- The Task Force shall provide the Developer(s) selected for the Project with a list of recruitment sources to be used. The Developer's recruitment activities shall include such sources, and such Developer(s) shall provide written notification to such sources when the Contractor(s) or its unions have employment opportunities available, and maintain a record of the organizations responses.
- The Developer(s) selected for the Project shall work with community based organizations and trade associations to compile a list of unemployed union members who are Queens residents.
- The Task Force shall provide the Developer(s) selected for the Project with a list of pre-apprentice training programs to be used. The Developer(s) shall require contractors to use such list as a source for recruitment and provide written notification to such programs when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

Administration and Oversight

The Developer(s) selected for the Project will establish written program and policy document in cooperation with the Task Force to administer the Program in order to ensure proper oversight and enforcement of the participation goals of the Project. EDC will include enforcement and oversight provisions in its solicitations and agreements relating to the Project, consistent with applicable federal, state and local laws and policies.

In addition to any EDC enforcement and oversight provisions, the Task Force calls for the establishment of a binding agreement between the Task Force and the Developer(s) selected for the Project, following such selection (the Task Force Agreement). The Task Force Agreement, to which EDC will not be a party, may include provisions such as:

- Pursuant to such Task Force Agreement, the Developer(s) will adhere to the provisions of the M/WBE Program Compliance Manual (Manual). The Manual, to be created by the Task Force, will establish monitoring and compliance guidelines and procedures including good faith efforts standards. Non-compliance sanctions and procedures (separate from any measures to be enforced by EDC) will also be identified in the Manual.
- If determined at the end of each development phase that the Developer(s) have not fulfilled its obligations regarding outreach, capacity building, reporting, and good faith efforts to achieve the MWBE and workforce participation goals, such Developer(s) shall pay, in a fund set up by the Task Force, liquidated damages for such failure, the sum to be determined by the Task Force to be used by the Task Force to support the training program.
- The Developer(s) shall sponsor a mediation/arbitration team to resolve disagreements within 60 days of dispute.
- The Task Force shall enforce the Task Force Agreement at the Developer's expense.

- The Developer(s), in partnership with the Task Force, will engage an entity or a person to serve as the Program Administrator at the Developer's expense. The Program Administrator will monitor and manage the day-to-day activities for the Program and will report to the Task Force and the Queens Borough President's Office.
- The Developer(s) selected for the Project will submit reports to the Task Force, NYCEDC and the Queens Borough President detailing the attainment of the participation goals and Program progress, including details of outreach and capacity building activities. Such reports shall detail such Developer(s)' attainment of those MBE, WBE and, if applicable, EBE goals requirements, as well as all applicable Capacity-Building and Outreach requirements, as such provisions are included in any relevant City solicitation and/or agreement relating to the Project, as well as the attainment of any applicable additional provisions that may be included in the Task Force Agreement .
- The Developer(s) selected for the Project will require all contractors, prime and subs, to submit workforce employment reports outlining each trade to be utilized, total number of employees and number of minority and female workers and total number of hours employment for each employee classified in each trade.

APPENDIX 8: JOB CREATION TABLE

INITIAL EMPLOYMENT REPORT

In order to comply with Local Law reporting requirements, the Company is required to complete and return this form to NYCEDC, 110 William Street, Attention: Compliance, New York, NY 10038 on or before the execution and delivery of its Project Agreement. **The Company shall submit one report that covers (i) the Company and its Affiliates and (ii) Tenants and subtenants of Tenants.** Each Tenant must complete a copy of this form with respect to itself and any of its subtenants and return it to the Company.

1. Please provide the total number of Full-Time Employees, Part-Time Employees, and Contract Employees that will be employed at the Project Location(s) by the Company and its Affiliates and any Tenants and subtenants of Tenants on or about the date of the Project Agreement (for land sales please use the date of the deed):

Full-Time Equivalent

Full-Time Employees: _____ Part-Time Employees: _____ Employees: _____ Contract Employees: _____

2. Please estimate the total number of Full-Time Employees, Part-Time Employees, and Contract Employees that will be employed (both retained and created jobs) at the Project Location(s) by the Company and its Affiliates and any Tenants and subtenants of Tenants on June 30th of the next eight (8) years following the Closing date:

Projected Retained and Created Employment for (i) the Company and its Affiliates and (ii) Tenants and subtenants of Tenants on an Annual basis:

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th year
Full-Time Employees								
Part-Time Employees								
Full-Time Equivalent Employees								
Contract Employees								

DEFINITIONS:

"Affiliate" is (i) a business entity in which more than fifty percent is owned by, or is subject to a power or right of control of, or is managed by, an entity which is a party to a Project Agreement, or (ii) a business entity that owns more than fifty percent of an entity which is a party to a Project Agreement or that exercises a power or right of control of such entity.

"Company" includes any entity that is a party to a Project Agreement.

"Contract Employee" is a person who is an independent contractor (i.e., a person who is not an "employee"), or is employed by an independent contractor (an entity other than the Company or its Affiliate, a Tenant or a subtenant of a Tenant), who provides services at a Project Location.

"Full-Time Employee" is an employee who works at least 35 hours per week at a Project Location.

"Full-Time Equivalent Employee" is two or more Part-Time Employees who collectively work at least 35 hours per week at a Project Location.

"Part-Time Employee" is an employee who works less than 35 hours per week at a Project Location.

"Project Agreement" is any agreement or instrument (such as a lease agreement or deed) pursuant to which an entity purchases or leases (directly or by assignment from NYCEDC) property from NYCEDC.

"Project Location" is any location that is leased (directly or by assignment from NYCEDC) or purchased by the Company from NYCEDC.

"Tenant" is a tenant or subtenant (excluding the Company and its Affiliates) that leases or subleases facilities from the Company or its Affiliate at any Project Location.

Certification: I, the undersigned, an authorized officer or principal owner of the Company/Affiliate/Tenant, hereby certify to the best of my knowledge and belief, that all information contained in this report is true and complete. This form and information provided pursuant hereto may be disclosed to the New York City Economic Development Corporation ("NYCEDC") and may be disclosed by NYCEDC in connection with the administration of the programs of NYCEDC and/or the City of New York; and, without limiting the foregoing, such information may be included in (x) reports prepared by NYCEDC pursuant to New York City Charter Section 1301 et. seq., (y) other reports required of NYCEDC, and (z) any other reports or disclosure required by law.

Entity Name: _____

Signature By: _____ Date: _____

Name (print): _____ Title: _____

APPENDIX 9: HireNYC PROGRAM

HireNYC Program

Each Respondent must include within its Proposal a HireNYC Program (a “Program”) explaining how it will seek to achieve the Goals and other requirements 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 in order to assist NYCEDC in its assessment of each Respondent’s capacity in this area. The Program should describe all programmatic details, including, as applicable, collaboration with the City’s Department of Small Business Services (“SBS”), implementation, record-keeping and monitoring processes and any other relevant information.

For the purposes of this RFP, the target population is 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 upon request). Program participants may be sourced through the public workforce system managed by SBS and in conjunction with the community outreach strategy implemented by SBS. Program participants will be tracked by residence zip code to allow for clear reporting.

The hiring and workforce development goals to be incorporated into the Program shall include, at a minimum, the following goals or, at each Respondent’s discretion, higher goals (collectively, the “Goals”):

Hiring Goal: 50 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 for a period beginning, for each employer, at commencement of business operations and continuing for eight (8) years thereafter.

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

Advancement Goal: 40 percent (40%) of all employees whose hiring satisfied the Hiring Goal will be promoted to a higher paid position within one (1) year.

Training Goal: All tenants will cooperate with SBS to provide skills-training or higher education opportunities to members of the target population.

The Program must include the following elements:

1. Designation of a workforce development liaison to interact with NYCEDC and SBS during the course of the Program.
2. Commitment by the selected Developer (or its successors and assigns, as applicable) to do the following (and provide in each tenant lease, if any, that the tenant will do the following):
 - a. make good faith efforts to achieve the Goals with respect to its operations;
 - b. provide SBS 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;
 - c. notify SBS six (6) weeks prior to commencing business operations;
 - d. during initial hiring for any new permanent jobs, consider only applicants referred by SBS for the first ten (10) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first;
 - e. during ongoing hiring for any new permanent jobs, consider only applicants referred by SBS for the first five (5) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first (unless SBS reaches a different agreement with the tenant regarding ongoing hiring practices);
 - f. submit to NYCEDC and SBS, for eight (8) years following the date of the commencement of business operations, an annual employment and benefits survey that will include, but not be limited to: targeted hiring statistics, wages and job retention, training and advancement data;
 - g. cooperate with annual site visits and satisfaction survey following the date of the commencement of business operations; and
 - h. allow information collected by SBS and NYCEDC to be included in public communications, including press releases and other media events.
3. Commitment by the selected Developer (or its successors and assigns, as applicable) to facilitate targeted hiring by (a) arranging meetings and other events at which SBS staff can introduce potential or actual tenants to the menu of services available from SBS and (b) assisting with information sharing, providing space for hiring activities and transmitting feedback from tenants regarding results of hiring initiatives.

NYCEDC strongly encourages Respondents to include one or more of the following elements in each such Respondent's Program:

2. Commitment by the selected Developer (or its successors and assigns, as applicable) of resources for training efforts, such as making financial investments in employee training and creating a website or other technology-based tools and supports to:
 - a. promote and track workforce development efforts;
 - b. notify tenants of potential grant opportunities; and
 - c. provide assistance to tenants to apply for grants, and share other opportunities or information as may be relevant.

3. Commitment by the selected Developer (or its successors and assigns, as applicable) to provide temporary space and personnel for a satellite outreach or workforce development site to provide outreach and screening of local jobseekers, including, but not limited to, distributing job applications and informing the public of available job opportunities leading up to the commencement of business operations.
4. Commitment by the selected Developer (or its successors and assigns, as applicable) to support connections to education and training. The workforce development liaison will work in partnership with SBS to connect individuals interested and in need of education and training to training programs and further education, either at the Workforce1 Career Center, NYC Business Solutions Center, or through relationships with other accredited training providers.

HireNYC Program Description

Project Name: _____

Respondent Name:

Date: _____

Please explicitly explain how you will address the HireNYC goals stated previously (see page 17). In your response, describe what in-house resources are available to meet the program goals or how you will utilize the services available through the City’s Department of Small Business Services (SBS).

1. New Jobs and Skill Level:

Number of new hires:

Number and type of skilled/semi-skilled jobs:

Number and type of unskilled jobs:

2. Training and Certifications:

Training required for skilled/semi-skilled jobs:

3. Workforce Development Liaison:

Contact information for liaison (include company title):

Description of efforts to meet program goals, please include as much detail as possible:

sible:

- 1) Discuss how you will facilitate targeted hiring, such as (a) arranging meetings and other events at which SBS staff can introduce potential or actual tenants to the menu of services available from SBS and (b) assisting with information sharing, providing space for hiring activities, and transmitting feedback from tenants regarding results of hiring initiatives.
- 2) Discuss how you will support connections to education and training either in partnership with SBS or through relationships with other accredited training providers (in your response please reference resources available for training efforts, such as financial investments in employee training and creating a website or other technology-based tools and supports).
- 3) Discuss how the workforce development liaison will promote and track workforce development efforts.
- 4) Discuss options for providing temporary space and personnel for a satellite outreach or workforce development site to provide outreach and screening of local jobseekers.
- 5) Discuss career advancement opportunities, which may include opportunities to be promoted, to obtain a wage increase, etc.
- 6) Discuss experience with the implementation of workforce development programs and/or history of collaboration with SBS (if applicable).

Job Type Examples (including, but not limited to):

<u>Skilled/Semi-skilled:</u>	All jobs requiring a Commercial Drivers License (CDL), Commercial Vehicle Operators, Bookkeepers, Accountants, and Supervisors;
<u>Unskilled:</u>	Warehouse Clerks, Office Clerks, Laborers, Packers, Assemblers, Cashiers, and Customer Service Representatives.

APPENDIX 10: NYCEDC ADMINISTRATIVE FEE SCHEDULE

Purchase Price:	Fee:
Less than \$100,000	\$5,000
\$100,001-\$500,000	\$20,000
\$500,001-\$1,000,000	\$40,000
\$1,000,001-\$5,000,000	\$50,000
More than \$5,000,000	1% of purchase price

APPENDIX 11: INFORMATIONAL MEETING CONFIRMATION FORM

Date:

To: Hildegard Williams (HWilliams@nycedc.com)

Fax Number: (212) 312-3916

Subject: Willets Point Redevelopment RFP InfoSession

From: _____

Fax
Number: _____

Phone
Number: _____

Organization: _____

E-Mail: _____

Number of Pages (including cover sheet) _____

The following individuals will attend the informational session scheduled for March 2nd, 2010, 3:00 p.m., at NYCEDC, 110 William Street, 4th Floor:

- 1.
- 2.
- 3.
- 4.

Comments:

APPENDIX 12: STATEMENT OF AGREEMENT

SAMPLE

(On company letterhead)

Date:

New York City Economic Development Corporation
110 William Street, 6th Floor
New York, NY 10038
Attn: Maryann Catalano, Agency Chief Contracting Officer

Dear Ms. Catalano:

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

Sincerely,

Respondent

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

APPENDIX 13: CONDITIONS, TERMS, and LIMITATIONS

NYCEDC, acting on behalf of the City of New York, is issuing this RFP for the Phase 1 Site. In addition to those stated elsewhere, this RFP and any transaction resulting from this RFP are subject to the conditions, terms and limitations stated below:

- A. The Phase 1 Site is to be disposed of in “as is” condition and is to be conveyed subject to all applicable title matters.
- B. The City and NYCEDC, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, the physical condition of the Phase 1 Site, the status of title thereto, its suitability for any specific use, the absence of hazardous waste, or any other matter. All due diligence is the responsibility of the Respondent and Respondents are urged to satisfy themselves with respect to the physical condition of the Phase 1 Site, the information contained herein, and all limitations or other arrangements affecting the Phase 1 Site. As stated in the RFP, NYCEDC will make available for review, to any Respondent so requesting, the File. Neither NYCEDC nor the City will be responsible for any injury or damage arising out of or occurring during any visit to the Phase 1 Site.
- C. The proposed development shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, all other applicable laws, regulations, and ordinances of all Federal, State and City authorities having jurisdiction, and any applicable Urban Renewal Plan, design guidelines or similar development limitations, as all of the foregoing may be amended from time to time. Without limiting the foregoing, closing on a proposed transaction shall be subject to successful completion of the City’s Uniform Land Use Review Procedure (“ULURP”), if not already completed, satisfactory completion of the City Environmental Quality Review (“CEQR”), review by the applicable Community Board, compliance with Section 384(b)(4) of the New York City Charter, and approval by NYCEDC’s Board of Directors. ULURP and CEQR compliance for all parcels in the proposed Concept Plan shall be solely at the expense of the Developer. NYCEDC will cooperate with the Developer(s) in obtaining necessary approvals.
- D. The selection of a Developer or Developers will depend on satisfaction of the additional documentation and review requirements described in this RFP, and will be subject to the subsequent approval of the Mayor.

No transaction will be consummated if any principal of any Selected Respondent is in arrears, or in default of any debt, lease, contract or obligation to the City of New York, including without limitation, real estate taxes and any other municipal liens or charges. The City reserves the right not to review any proposal by any such Respondent.

- E. Neither NYCEDC nor the City is obligated to pay and shall not pay any costs incurred by any Respondent at any time unless NYCEDC or the City has expressly agreed to do so in writing.

- G. 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.
- H. This is a Request for Proposals **not** a Request for Bids. NYCEDC shall be the sole judge of each response's conformance with the requirements of this RFP and of the merits of the individual proposals. NYCEDC reserves the right to waive any conditions or modify any provision of this RFP with respect to one or more applicants, to negotiate with one or more of the applicants with respect to all or any portion of the Phase 1 Site, to require supplemental statements and information from any Respondent, to establish additional terms and conditions, to encourage applicants to work together, or to reject any or all responses, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all proposals are rejected, this RFP may be withdrawn and the Phase 1 Site may be retained, and re-offered under the same or different terms and conditions, or disposed of by another method, such as auction or negotiated disposition. In all cases, NYCEDC shall be the sole judge of the acceptability of the proposals. NYCEDC will enforce the submission deadline stated in the RFP. All proposals become the property of NYCEDC.
- I. All terms in this RFP related to the permitted use and bulk of the Phase 1 Site shall be as defined in the New York City Zoning Resolution and any applicable Urban Renewal Plan, design guidelines, or similar development limitations and controls. Where any conflict arises in such terms, the most restrictive shall prevail.
- J. Except as specifically provided herein, the Developer will pay all applicable taxes payable with respect to the project, including transfer and mortgage recording taxes. The Developer will be required to pay the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding any exemption from sale on account of the City's or NYCEDC's involvement in the transaction.
- K. The transaction for the Phase 1 Site will be structured as a "net" deal to NYCEDC, with the Developer being responsible for all fees relating to the project and all costs incurred by NYCEDC including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.
- L.. 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.
- M. In furtherance of NYCEDC's mission of economic development, the disposition of the

Phase 1 Site will be subject to NYCEDC's standard provisions for similar transactions. The deed or other disposition document conveying the Phase 1 Site to the Developer shall contain redevelopment obligations as well as restrictions on use and transfer of the Phase 1 Site. Failure to comply with these restrictions will result in a right by NYCEDC or the City to re-enter and re-acquire the Phase 1 Site for no consideration.

- N. The Developer will be required to deliver evidence to NYCEDC of the creation of employment opportunities at the Phase 1 Site for the first eight (8) years after the closing of the project. The Developer must also agree in good faith to consider any proposals made by the City or City-related entities with regard to jobs the Developer is seeking to fill and to provide the City with the opportunity to make job referrals and create a training program for City residents. The Developer will be required to cause commercial tenants to agree to these provisions at the time it enters into leases with such tenants.
- O. Upon submission of a proposal to this RFP, Respondents, and their representatives and agents, shall treat their proposals and all information obtained from the 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 any other Respondents or any other person, firm or entity, including press or other media, without NYCEDC's prior written approval.

Respondents shall refer all press and other inquiries concerning the RFP and the Confidential Information, without further comment, to NYCEDC.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- There are no individual owners
- No individual owner holds 10% or more shares in the entity
- Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's real property transactions with the City. Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any real property transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.

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APPENDIX 15: NYCEDC BACKGROUND INVESTIGATION FORM



**Internal Background
Investigation Questionnaire**

THIS FORM IS FOR:

Contracts under \$100,000,
Land Sales, Leases, Licenses, Permits,
NYCIDA Projects and any Discretionary Reviews

New York City Economic Development Corporation • New York City Industrial Development Agency • Apple Industrial Development Corp.
110 William Street, New York, NY 10038

INSTRUCTIONS FOR COMPLETING NYCEDC INTERNAL BACKGROUND INVESTIGATION QUESTIONNAIRE

1. Please submit, with this Questionnaire, the organizational documents for the submitting business entity.
2. For purposes of completing this Questionnaire, the following defined terms shall have the meanings given to them below (unless provided otherwise with respect to specific questions in the Questionnaire):
 - “Affiliate” – A Person is “affiliated with” or an “affiliate” of another Person if the Person controls, is controlled by or is under common control with that other Person.
 - “Applicant” – The submitting business entity.
 - “Control” – A Person controls another Person if the Person (i) owns ten percent (10%) or more of the voting interest or has a ten percent (10%) or greater ownership interest in that other Person or (ii) directs or has the right to direct the management or operations of that other Person or (iii) is a member of that other Person’s Board of Directors*.
 - “Executive Officer” – Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Applicant, by whatever titles known, and all other executive officers of Applicant.
 - “Family Member” – With respect to a particular Person, includes spouse, children, grandchildren, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, and all family members living in the same household as such Person (except if such individuals are minors).
 - “Person” – Any individual, corporation, partnership, joint venture, sole proprietorship, limited liability company, trust or other entity.
 - “Principal” – each of the following Persons is a Principal of the Applicant and must be identified in Section B, Part 1 on page 2 of the Questionnaire:
 - Executive Officers
 - Persons that “Control” the Applicant
 - For Limited Liability Companies, ALL members
 - For Partnerships, ALL general partners and ALL partners performing on the contract or able to bind the Partnership

*For a not-for-profit corporation, ONLY the Chairperson of the Board of Directors and any director who is also an employee of Applicant needs to be considered for purposes of determining “Control” under this clause (iii).

SECTION A

The following questionnaire is to be completed by Persons desiring to do business with the New York City Economic Development Corporation or the New York City Industrial Development Agency or Apple Industrial Development Corp.

This form may be duplicated for additional space. **PLEASE COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY.**

Refer to attached instruction sheet for specific instructions and definitions of terms required to complete this Questionnaire.

BUSINESS NAME: _____ EIN/SSN: _____

BUSINESS ADDRESS: _____ City _____ State _____ Zip Code _____

BUSINESS TELEPHONE: _____ TYPE OF ENTITY: _____

BUSINESS FAX: _____ BUSINESS E-MAIL: _____

SECTION B

I. PRINCIPALS OF APPLICANT

	PRINCIPAL NAME	TITLE	HOME ADDRESS	PERCENTAGE OF VOTING INTEREST	PERCENTAGE OF OWNERSHIP	DATE OF BIRTH	SOCIAL SECURITY NUMBER/EMPLOYER IDENTIFICATION NUMBER
(1)				%	%		
(2)				%	%		
(3)				%	%		
(4)				%	%		
(5)				%	%		

II. FAMILY MEMBERS OF EACH INDIVIDUAL PRINCIPAL

Note: Only the following Family Members need to be identified in this Section B, Part II:

- Spouse
- Family Members who are employed by, are officers of or have a less than 10% voting or ownership interest in the Applicant
- Family Members who are directly or indirectly providing services and/or supplies with respect to the subject project (e.g. consultants, subcontractors, suppliers or an employee thereof)

PRINCIPAL NAME	IMMEDIATE FAMILY MEMBER	RELATIONSHIP TO PRINCIPAL	HOME ADDRESS
(1)			
(2)			
(3)			
(4)			
(5)			

SECTION B (Continued)

PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES" ON THE FOLLOWING PAGE

NO	YES	
<input type="checkbox"/>	<input type="checkbox"/>	1. Does the Applicant or any Principal have any Affiliates? If yes, please identify the Affiliates, with SSN/EIN and respective addresses, and describe the nature of the affiliation, on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	2. In the past 7 years, has the Applicant, any Principal, or any entity affiliated with the Applicant (each of the foregoing individually, a "Subject Person" and collectively, the "Subject Persons") been adjudicated bankrupt or placed in receivership, filed bankruptcy, or is any Subject Person currently the subject of any bankruptcy or similar proceedings? If yes, please explain on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past 5 years, has any Subject Person been a plaintiff or defendant in any civil proceeding (including any court and federal, state and local regulatory agency proceedings) other than a domestic relations proceeding (e.g., divorce, separation, support, alimony, maintenance, adoption, custody)? If yes, please identify all adjudicated, settled and pending lawsuits on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	4. In the past 5 years, has any Subject Person or any Family Member identified in Section B, Part II (a "Subject Family Member"): <ul style="list-style-type: none"> • been disqualified as a bidder, or defaulted or terminated, on a permit, license, concession, franchise, lease, or other agreement with the City of New York or any governmental agency? If yes, please explain on the following page. • failed to file any required tax returns or to pay any applicable federal, state, or New York City taxes or other assessed New York City charges or fines, including but not limited to water and sewer charges and administrative fees? If yes, please explain on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	5. In the past 10 years, has any Subject Person or any Subject Family Member used an EIN, SSN, name, trade name, or abbreviation other than the name or number provided in response to Section A or Section B, Part I or II of this Questionnaire or provided in response to question 1 above, as the case may be? If yes, please specify on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	6. In the past 5 years, has any Subject Person, any Subject Family Member, any Affiliate of any Subject Family Member or any managerial employee of Applicant: <ul style="list-style-type: none"> • been the subject of any criminal investigation and/or civil anti-trust investigation (by any federal, state or local prosecuting or investigative agency) and/or investigation by any governmental agency (including, but not limited to federal, state and local regulatory agencies)? If yes, please explain on the following page. • had any judgment, injunction or sanction obtained against it in any judicial or administrative action or proceeding other than a domestic relations proceeding or motor vehicle proceeding? If yes, please explain on the following page.
<input type="checkbox"/>	<input type="checkbox"/>	7. In the past 10 years, has any Subject Person, any Subject Family Member, any Affiliate of any Subject Family Member or any managerial employee of Applicant been convicted, after trial or by plea, of any criminal offense and/or are there any felony or misdemeanor charges pending against any of them? If yes, please explain on the following page.

Section C – IDENTIFICATION OF PROPERTY INTERESTS

1. **Identify Project Property:**

Block & Lot(s): _____

Street Address: _____

Borough of _____

2. The following, together with attachment(s) hereto, if any, is a complete list of properties in which any of the Subject Persons or any of the Subject Family Members have an ownership interest and which are located in the City of New York, together with a statement as to each such property of any current arrears in real estate taxes, sewer rents, sewer surcharges, water charges or assessments due and owing to the City of New York.

PROPERTY OWNED IN THE CITY OF NEW YORK

PROPERTY OWNER	BOROUGH	BLOCK/LOT	STREET ADDRESS	DATE OF PURCHASE	AMOUNT OF ARREARS	TYPE OF ARREARS

SECTION C (Continued)

PROVIDE A DETAILED RESPONSE TO ALL QUESTIONS CHECKED "YES" ON THE FOLLOWING PAGE

- | NO | YES | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 3. In the past 5 years, has any Subject Person or any Subject Family Member, been a former owner of the Project Property? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is any Subject Person or any Subject Family Member a tenant of the City of New York? If yes, please list below: Agency, Borough, Block, Lot, Account Number, Monthly Rent, and Current Balance. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Has any Subject Person or any Subject Family Member previously purchased property from the City of New York? If yes, please list below: Agency, Borough, Block, Lot, Sale Date, Parcel Number, and Closing Date. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Does any Subject Person or any Subject Family Member have a mortgage with the City of New York? If yes, please list below: Agency, Borough, Block, Lot, Account Number, Principal Amount, Monthly Installment, and Current Balance. |

CERTIFICATION

A FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE OR ANY FALSE INFORMATION WILLFULLY OR FRAUDULENTLY SUBMITTED IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE APPLICANT NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROJECT OR FUTURE PROJECTS INVOLVING THE NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, THE NEW YORK CITY INDUSTRIAL DEVELOPMENT AGENCY, APPLE INDUSTRIAL DEVELOPMENT CORP. AND THE CITY OF NEW YORK AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand the items contained in the foregoing 8 pages of this questionnaire and _____ pages of attachments, if any; and that, having made due inquiry, I supplied full, complete, and truthful answers to each item therein to the best of my knowledge, information and belief; that I will notify the New York City Economic Development Corporation, the New York City Industrial Development Agency, or Apple Industrial Development Corp., as the case may be, in writing of any change in circumstance occurring after the submission of this Questionnaire and before (i) the execution of any contract or agreement with any of them and/or the City of New York and (ii) in the case of an agreement to purchase or enter into a ground lease for real property and/or a financing through or straight lease or retention transaction with the New York City Industrial Development Agency, the closing of the transaction; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the New York City Economic Development Corporation, the New York City Industrial Development Agency, or Apple Industrial Development Corp., as the case may be, will rely on the information supplied by me in this Questionnaire as an inducement to enter into a contract or agreement and to close a transaction with the Applicant.

Sworn to me

This _____ Day of _____ 200 _____

Name of Applicant

Notary Public

By: _____
Signature of Authorized Person

Print Name and Title of Authorized Person

Date