

Request for Proposals



Downtown Manhattan Heliport

Release Date

Friday, November 10, 2023

Information Session

Tuesday, November 28, 2023

Recommended Site Visit

Tuesday, November 28, 2023

Submission Deadline

Friday, January 12, 2024

NYC / EDC

NYC
Small Business
Services

NYC
Mayor's Office of
Contract Services

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Request for Proposals (“RFP”) Overview

The City of New York (the “City”) acting by and through the New York City Department of Small Business Services (“SBS”) is seeking proposals from firms, including consortia and joint ventures, with expertise in heliport, airport, and vertiport operations as well as maritime freight, logistics and micro-distribution or microhubs¹ (“Respondent”) to act as the operator (“Operator”) of the Downtown Manhattan Heliport (“DMH” or “JRB”² or the “Heliport” or the “Site” or the “Premises”).

Term

The City anticipates entering into a concession agreement with the Operator on or about the second quarter of 2024, for one five (5) year term with a five (5) year conditional option to renew, at a minimum, based on compliance with the terms set forth in the Goals section below, and two additional five (5) year options to renew to be exercised at the sole discretion of the New York City Economic Development Corporation (“NYCEDC” or “Agreement Administrator”) and the City; no leasehold or other proprietary right is offered. The concession agreement shall be administered by NYCEDC, who shall act as the City’s administrator for all purposes with respect to this RFP and the concession agreement.

Goals

The City seeks proposals that (i) support aerial use of the Site, including but not limited to electric vertical take-off and landing (“eVTOL”) aircraft and helicopters, subject to FAA regulations and the City’s efforts to maintain quality of life for its residents, (ii) invest, install, and activate the necessary support infrastructure to facilitate eVTOL use, and (iii) build out, activate and support secondary maritime freight usage and micro-distribution at the Site to advance the City’s FreightNYC and Marine Highway programs. The Operator will be required to complete buildout and activation of the necessary eVTOL and marine freight infrastructure within the initial 5 year term. As part of their proposal, Respondents must detail mechanisms intended to incorporate and incentivize use of quieter higher stage helicopters (i.e., Stage 3 helicopters) and eVTOL technology upon FAA certification.

Throughout the term, the Operator will be expected to work closely with NYCEDC on behalf of the City, elected officials, and local Manhattan Community Board 1 to make best efforts to (i) incorporate policies that recognize and address local issues and (ii) promote community engagement. Operator will also be expected to participate in discussions with relevant state and federal agencies including the Federal Aviation Administration (“FAA”) and the U.S. Maritime Administration (“MARAD”) with respect to operations.

Renaming

The City intends to rename the “Downtown Manhattan Heliport” to reflect the more diversified and innovative uses of the facility. Although NYCEDC will have final approval on the naming, including whether to maintain the existing name, any Respondent may offer names and rebranding ideas for consideration, and by offering such names and/or ideas, the Respondent agrees that such

¹ Microhubs reference local delivery hubs.

² JRB is the FAA location identifier for the Downtown Manhattan Heliport.

names and/or ideas may be used by the City or NYCEDC without compensation, offer of contract, or selection as the Operator.³

Timeline

The following schedule has been established for the Request for Proposal:

RFP Release	November 10, 2023
Information Session	November 28, 2023
Recommended Site Visit.....	November 28, 2023
Questions Due	December 1, 2023
Responses Posted	December 15, 2023
Proposals Due.....	January 12, 2024

The New York City Comptroller is charged with the audit of concession agreements in New York City. Any person or entity who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, New York, New York 10007, telephone number (212) 669-2323. Pursuant to Section 1-13(b)(7) of Title 12 of the Rules of the City of New York, Respondents have the right to appeal certain decisions as specified.



If you have a physical disability and cannot deliver your proposal to NYCEDC, please contact RFPRequest@edc.nyc or call 212-312-3969 at least 48 hours prior to the deadline and special arrangements will be made for you.

Questions

Respondents may submit questions and/or request clarifications from NYCEDC no later than 5:00 PM EST on December 1, 2023. Questions regarding the subject matter of this RFP should be directed to JRBRFP@edc.nyc or Maryann Catalano at 212-312-3969. Answers to all questions will be posted by December 15, 2023, to <https://edc.nyc/rfps>. Questions regarding the subject matter of this RFP will not be accepted after 5:00 PM EST on December 1, 2023, however, technical questions pertaining to downloading and submitting proposals to this RFP may be directed to RFPRequest@edc.nyc or Maryann Catalano at 212-312-3969 on or before January 12, 2024.

For those interested in obtaining a physical copy of this RFP, please contact NYCEDC by emailing RFPRequest@edc.nyc or by calling 212-312-3969 to make the necessary arrangements.

Information Session and Recommended Site Visit

An information session will take place on November 28, 2023 at 10:00 AM EST at the offices of NYCEDC, located at One Liberty Plaza, 14th Floor, New York, NY, 10006. Those who wish to

³ Respondents offering names shall execute a release upon request.

attend should RSVP by emailing JRBRFP@edc.nyc or by calling 212-312-3969 by November 27, 2023 by 5:00 PM EST.

A recommended site visit will take place on November 28, 2023 at 2:00 PM EST. The meeting point is at the proposed concession site, which is located at Pier 6 on the East River, between Pier 11 and the Battery Maritime Terminal in Manhattan. Those who wish to attend should RSVP by emailing JRBRFP@edc.nyc or by calling 212-312-3969 by 5:00 PM EST on November 27, 2023.

If responding to the RFP, please make every effort to attend both the information session and recommended site visit.

Background and Site Description

Background

JRB is a public use heliport, comprising approximately 80,000 square feet along the East River waterfront and is the only heliport in Lower Manhattan. Owned by the City, it is an important component of New York's varied transportation network and a critical facility for maintaining the competitiveness of New York as a global business capital and tourism destination. It also services emergency medical operations, police and military activity, and news media. The facility opened in 1960 as the Wall Street Heliport and underwent extensive rehabilitation and a rebrand in 1983. Today, JRB is the only City heliport accommodating sightseeing (tour) operations. It is also the only heliport in Manhattan that can accommodate the U.S. President's Marine One helicopters and vertical take-off and landing tiltrotor aircraft.

JRB is a short flying distance from three of the nation's busiest airports. The facility serves the Financial District and Lower Manhattan, one of the largest employment centers in the nation, with over 95 million square feet of office space and a varied array of commercial and charter customers.

Site Description

JRB is located in Lower Manhattan along the East River on Pier 6, bounded by the FDR Drive to the northwest and the waters of the East River on the surrounding sides. It lies between the Battery Maritime Building to the southwest and Wall Street Pier 11 to the northeast. JRB is comprised of a 550' x 85' concrete pier (Pier 6) and a 300' x 90' barge (the *Alice G. Neumann*), which is anchored perpendicular to the pier (please refer to Appendix 1). The Site includes approximately 71,900 square feet of barge and pier space and approximately 6,300 square feet of space in the terminal building across two floors.

The Site is in a C4-6 zoning district and is within the Special Lower Manhattan District.

Facilities: JRB's facilities comprise an approximately 6,300 square foot building, one designated landing pad, and 13 helicopter parking spaces. The landing pad is designated by a large white letter H and can accommodate aircraft weighing up to approximately 50,000 pounds. The pier is crowned in the center, allowing overland stormwater to flow off the sides; drainage prevents ponding on the pier. The two-story, soundproof concrete building serves as a top-quality passenger terminal and includes a waiting room, restrooms, a pilot's lounge, administrative offices, and a flight observation deck.

Utilities: Electrical service consists of 3 Phase-1200 Amp, 120/280 Volt service from Con Edison. A 4 KVA constant current regulator is utilized for lighting on the airfield. JRB has full blue perimeter lighting and amber lights outlining the sides of the landing pad facing the East River. Floodlighting is mounted on the terminal building. All exterior lighting on the pier and barge is currently in compliance with FAA standards, which the Operator will be expected to maintain. Winter heating is provided by a forced hot air gas-fired system, with gas supplied by Con Edison. Summer air conditioning is provided by four (4) independent machines located on the top floor of the building. Municipal water and sewage are available for the entire facility.

Please see Appendix 1 for site plans, floor plans, images, and substructure integrity report.

Transportation and Access

JRB has vehicle access from the FDR Drive service road. There are approximately twelve (12) parking spaces for vehicles on Site, which are currently used for short-term parking and pick-up/drop-off. JRB is located eight (8) nautical miles from LaGuardia Airport, eleven (11) nautical miles from JFK International Airport and seven (7) nautical miles from Newark International Airport.

Pedestrian access is from the East River Greenway, which runs alongside the FDR Drive. Security gates allow access for vehicular traffic and emergency vehicles. The nearest mass transit consists of the MTA/New York City Transit 1 subway line at South Ferry Station and the R/W subway lines at Whitehall Station. Nearby maritime transit includes the Staten Island Ferry at Whitehall Terminal and the NYC Ferry, New York Waterway and Seastreak ferry lines located at Pier 11. JRB is also served by the M15-SBS, M15, M55, and M20 bus lines.

Project Components

JRB primarily serves sightseeing, corporate, charter and Marine One uses. As an FAA-designated public use heliport, JRB may also serve further government, police, medivac, emergency, news reporting, and military uses. The Operator will operate, manage and maintain JRB in a first-class manner and in compliance with all applicable laws, rules and regulations. The Operator will be solely responsible for obtaining all necessary permits and licenses for the lawful operation of JRB including anticipated eVTOL use and a last-mile marine micro-distribution facility.

Aeronautical Operations

JRB's operating hours, will be Monday through Friday from 8am to 9pm; Saturdays from 9am to 5pm; and Sundays from 10am to 5pm. Tourist or sightseeing flights are only permitted from 10am to 5pm, Monday through Saturday and are not allowed on Sundays.

Notwithstanding the above, JRB may be used for emergency landings and take-offs as required. Emergency landings and take-offs shall be those used (i) by any emergency service of any level of government (e.g., police, fire, military), (ii) for time-critical medical treatment purposes, (iii) in addressing any conditions where a threat to human life or safety or damage to property is present or imminent, or (iv) by operators experiencing in-flight mechanical difficulties.

Currently, JRB allows no more than 29,651 tourist helicopter operations annually which includes a breakdown of volume caps by month (See Appendix 2). Proposals are required to include plans to implement a further reduction in non-eVTOL tourist and corporate and/or personal chartered flights that take off and land at JRB while maintaining a positive financial return for the City through the activation of diversified ancillary uses, including marine freight and/or other allowable uses (e.g., film, fashion shows, public and community events, etc.).

The Operator shall perform the following aeronautical related services:

- Receipt and dispatch of landings and takeoffs of helicopters and eVTOL aircraft owned or operated by corporations, persons or air carriers engaged in the air transportation of passengers and baggage, and police, medivac, emergency or military services; boarding, de-boarding, or transfer of such passengers and loading or unloading of baggage, accommodation of passengers, flight crews and baggage, including provision of associated heliport terminal services and amenities;
- Parking for helicopters and eVTOLs;
- Accommodation of scheduled and nonscheduled flights in compliance with all applicable current and future laws and regulations;
- Other related services as requested or approved in writing by NYCEDC;
- Compliance with all applicable federal regulations in the event that passenger screening is implemented at the facility;
- Ensure helicopters and eVTOLs at the Site refrain from idling for a period greater than ten (10) minutes; and

- Research available technologies to mitigate helicopter noise, reduce emissions, and promote fuel efficiency, and implement such technology(ies) as soon as it becomes commercially feasible to do so.

Sight-Seeing Flight Routes

The Operator shall ensure that all sight-seeing flights (“Tourist Flight Operations”) departing from or arriving at JRB (i) shall undertake the routes (the “Authorized Routes”) initially set forth in the 2010 Helicopter Sightseeing Plan, updated in 2016 (See Appendix 3: Approved Tour Flight Routes), and as may be further modified from time to time, (ii) shall not fly over Staten Island while conducting Tourist Flight Operations originating out of JRB, (iii) shall not fly over Governors Island before the Tourist Flight Operations begin and after the Tourist Flight Operations end even if transitioning to and from JRB, and (iv) shall make best efforts, working in coordination with the air traffic control towers at Newark International Airport and LaGuardia, to fly at maximum altitudes permitted under FAA rules while en route to JRB from facilities outside New York City. The Operator shall also incentivize all flights leaving from or entering the Site to avoid flying routes over land, including piers, to the extent permissible by the FAA, where possible.

Noise Mitigation

As stated above, NYCEDC views favorably the mitigation of noise produced by helicopters at JRB. In 2016, in response to complaints concerning tour helicopter operations, the City, NYCEDC, the FAA, and the JRB operator reached an agreement to: (i) cut total tour flight volumes by half, which resulted in a reduction of tour flights to under 30,000 operations annually, (ii) restriction of operating hours, and (iii) designation of Authorized Routes over water, all while maintaining positive revenue for the Operator. NYCEDC continues to seek methods to address quality of life concerns. In addition to NYCEDC’s requirements for Respondents to include plans for implementing infrastructure needs for eVTOL activity and for activating a marine freight program at JRB, responses are required to include plans to further reduce take-offs and landings of non-eVTOL tour and corporate and/or personal chartered flights at JRB while maintaining a competitive return through the activation of diversified revenue streams.

Flight Tracking

Operator shall provide flight tracking reports (“Flight Tracking Report(s)”), to Agreement Administrator at: NYCEDC, 1 Liberty Plaza, New York, NY 10006, Attn.: Director of Aviation, and The New York City Council (“City Council”) at City Hall, New York, NY 10007, Attn.: Chief of Staff, no later than the tenth (10th) day of each month during the term of this Agreement in a format approved by Agreement Administrator, as may be amended from time to time, and shall include but not be limited to: (a) aircraft flight track data within a 30-mile radius around LGA (with coverage between MMU and FRG) with a breakdown of all flights taking off and landing from JRB by date/time, tail numbers, and aircraft owner, (b) a comparison to the relevant monthly maximum number of tour flight operations as set forth in Appendix 2 and (c) the number and locations of any deviations of Tourist Flight Operations from the Authorized Routes which result in flights over land or piers, including land or piers on Governors Island and Staten Island. Such Flight Tracking Reports and related services shall be commissioned by Agreement Administrator and paid for by the Operator.

EVTOLs

Upon FAA certification of certain electric vertical take-off and landing (“eVTOL”) aircraft which is anticipated as early as 2024, the Operator shall encourage sub-operators/permittees to use eVTOL aircraft through incentives or other measures to be proposed. Further, Respondents must propose financing and a plan for the buildout and installation of the necessary infrastructure to accommodate eVTOL aircraft, in no event later than the fifth (5th) anniversary of the effective date of the first term of the concession agreement.

Maritime Uses

NYCEDC and the City are committed to the creation of a modernized freight system employing waterways to move goods across the City in a more sustainable way. To further the City’s goals to create a more sustainable, equitable, resilient, and efficient freight delivery system across the five boroughs, NYCEDC was awarded a grant by the U.S. Department of Transportation Maritime Administration (MARAD) under its “[Marine Highway](#)” program to implement improvements at six locations along the East River, including JRB, which will connect to other landings in the Bronx, Manhattan and Brooklyn for micro-distribution operations.

Marine micro-distribution at the Site, the JRB Marine Infrastructure Project (hereinafter defined), is anticipated to reduce trucking and encourage greener and more efficient last-mile deliveries while still allowing for the use of JRB for its primary aviation operations.

As such, NYCEDC requires that proposals include the following components:

- Detailed plans that accommodate berthing and vessel activity including low-impact marine cargo usage and last-mile green delivery operations and associated fee structures for these services (please provide in a pro forma format);
- Anticipated maritime freight use and operations schedule; and
- Schedules demonstrating no interference with heliport operations.

The following further items will not be required but will be considered in evaluating proposals: letters of interest from sub-freight operators/permittees or firms interested in partnering with the Respondent or its freight sub-operator/permittees on the marine freight program. Respondents may propose entering into sub-operating agreements/permits with qualified firms of their choice (with NYCEDC’s and City’s consent) or activating marine cargo operations themselves. It is the Respondent’s responsibility to identify and secure all required approvals and permits for implementation of the marine freight program.

Environmental Review of Marine Highway Improvement

In connection with the concession agreement, which would constitute a discretionary action on the part of the City, NYCEDC recently undertook an environmental assessment statement (“EAS”), as required by City Environmental Quality Review (CEQR), to assess the environmental impacts of the anticipated freight use of low-impact marine cargo usage and last-mile green delivery operations. Please see the [Negative Declaration and EAS](#). The selected Respondent shall bear all costs in connection with the environmental review, including but not limited to, the reimbursement to NYCEDC of the \$129,000.00 cost of the EAS conducted/the CEQR filing fee

equivalent, and any cost of additional environmental review required by the CEQR lead agency to update the CEQR record based on responses to this RFP.

The Operator must facilitate the construction of the improvements as further described in the Capital Improvements section of this RFP to accommodate the maritime uses discussed above.

NYCEDC, through its DockNYC Operator, will advance initial design and the national environmental policy act (NEPA) work for the Marine Highway Program that includes JRB. Under this design process, the selected consultant will advance design to 30% to initiate NEPA reflecting the findings of the environmental assessment statement. The Operator will have the opportunity to provide feedback on the remaining 70% design development. All design costs are borne by DockNYC for the initial design. Should the Operator opt to use its own design, the Operator will have sole responsibility for any design costs as well as obtaining all necessary approvals.

Air Quality Monitoring

The Operator shall establish and maintain a system approved by NYCEDC to monitor air quality in the vicinity of JRB for the duration of the term, including but not limited to, facilitating the installation of air quality tracking equipment. All associated costs shall be borne by the Operator. The Operator shall be required to deliver related monthly readings to the City Council with a copy to the NYCEDC at the following addresses:

- to the City Council at New York City Council, City Hall, New York, NY 10007, Attn.: Chief of Staff;
- to NYCEDC, One Liberty Plaza, 14th Floor, New York, NY 10006, Attn.: PortNYC.

Greenhouse Gas Emissions Reporting

The Operator shall establish and maintain a system approved by the NYCEDC to measure and track greenhouse gas (“GHG”) emissions from all operations including from the terminal building and all flights and maritime movements departing from the Site. Although exact reporting requirements will be determined jointly with the Operator, resources and guidance will likely be drawn from existing work from organizations including Airports Council International (ACI), the International Civil Aviation Organization (ICAO) and the Airport Cooperative Research Program (ACRP).

Other Support Functions and Services

The Operator will be required to operate and manage the landing pad areas including expeditiously removing snow and ice from landing pads, parking spaces and access ramps; cleaning and removing foreign objects from landing pads, ramps and parking areas; and providing other related services.

Non-aeronautical Uses

The Operator may accommodate other commercially reasonable, non-aeronautical uses at JRB (in addition to maritime uses which is addressed below), provided they comply with all applicable laws, rules, and regulations, are approved by the City or NYCEDC, and are supplemental to the aeronautical activities. Non-aeronautical uses to be considered, may include but are not limited to, hosting certain neighborhood events and filming of television and/or film. These activities must

not interfere with JRB operations, must be outside of flight hours, and should be non-permanent in nature. Respondents must provide detailed plans of how they may implement these supplemental uses. The Operator shall be responsible for obtaining all associated permits/licenses (and costs therefor) and compliance with applicable laws. The City and/or NYCEDC approval shall not be any indication of compliance with applicable laws or form and substance of documents. Respondents are responsible for doing their own due diligence.

Capital Improvements

EVTOL

By the fifth anniversary of the effective date of the concession agreement (“eVTOL Deadline”), Operator shall, at its sole expense, install the necessary infrastructure to accommodate the landing and charging of, eVTOL aircraft. Such installation shall be a condition of exercise of renewal of the first renewal term provided the Operator is not then in default and is a permitted person. Completion of installation shall include that it is operational. A preliminary review by NYCEDC of the local substation capacity is attached in Appendix 4. NYCEDC makes no representation as to the accuracy of the preliminary review. Respondents are required to undertake their own due diligence to determine the utility needs of the Site, taking into account charging for eVTOL and last-mile delivery bikes associated with the marine micro-distribution operations, and the Operator shall make any necessary upgrades.

In September 2022, the FAA released [interim guidance for vertiports](#). The Operator is encouraged to review existing guidelines and incorporate them to the extent possible. The Operator must also remain engaged with the relevant authorities and flexible to evolving requirements and guidance.

Marine Highway Program

NYCEDC will require the Operator to act as the general contractor to cause to be constructed the JRB Marine Infrastructure Project component of the MARAD Marine Highway program in conformance with the [terms and conditions of the MARAD grant](#) (as may be amended from time to time) as well as by performing the following:

- With prior NYCEDC approval, procure construction services to build the infrastructure including a barge that will serve as a stationary dock and unloading area for freight deliveries bound for Lower Manhattan, and other such necessary structures that will connect the barge landing to the pier to allow for freight transfer upland services and materials in a manner compliant with federal, state and City procurement laws and all federal, state and City laws, rules, and regulations,
- Conduct an independent cost estimate prior to any procurement,
- Ensure proper documentation and submission to NYCEDC, including but not limited to invoices, of all procured services and payments, and
- Ensure timely completion of project scope through direct management of project consultants and construction contractors.

The Operator is required to initiate construction or cause construction to be initiated within six (6) months following design completion and receipt of necessary approvals. Construction completion and active operations are required within the first five (5) years of the concession agreement.

Capital Improvement Details

NYCEDC anticipates investment from the Operator to repair (as needed) and maintain the Site. All costs associated with the operation, repair and maintenance of the Site will be paid by the Operator.

All physical improvements to the Site shall be undertaken at the sole cost and expense of Operator and shall be subject to the prior written approval of NYCEDC. Prior to the commencement of any construction work or the installation of any equipment, the Operator will be required to obtain the appropriate work permits from SBS, or its successor, and any other applicable governmental approval or permit. In compliance with Lien Law 5, performance and payment bonds may be required for any work to be performed by the Operator as well as the application of workforce development laws including but not limited to M/WBE, Prevailing Wage and Living Wage requirements. Additionally, all designs and work to be performed at the Site shall be prepared by licensed architects or engineers.

- The Operator must provide a construction security deposit in an amount and format approved by NYCEDC to ensure that all capital improvements and renovation work is completed to the satisfaction of NYCEDC and the City. The security deposit, preferably in the form of a letter of credit, must be in place before the commencement of any capital improvements and/or renovation work, in compliance with NY Lien Law 5;
- NYCEDC and the City make no representations regarding the adequacy of current Site utilities for the intended uses of the facilities. The Operator must connect to and/or upgrade any existing utility service or create a new utility system and obtain the appropriate permits and approvals for same. The Operator must pay for any and all utility costs for the concession during the term of the concession agreement, including all water and sewer charges that the New York City Department of Environmental Protection ("DEP") may assess;
- NYCEDC will weigh capital investment and design in its evaluation process (for more information, please see the Proposal Content Guidelines). Therefore, please describe all intended capital improvements and provide cost estimates for same in submissions. In addition, please include a detailed capital/design timetable which clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement);
- Cost estimates provided in Respondents' proposal will become a minimum required capital expenditure under the concession agreement and the time frame proposed will become a mandatory capital schedule. In the event the selected Respondent performs capital improvements for less than the minimum required capital expenditure, any excess monies will be remitted to the City as additional fees under the concession agreement. Therefore, please submit realistic or even conservative investment amounts and time frames in the proposal. All capital improvements and fixed equipment provided thereunder shall become the property of the City upon installation unless otherwise noted or decided by the City in its sole discretion. The selected Respondent will also be required to supply all additional equipment and materials necessary for the successful operation of the concession; and
- Respondents should be aware that this concession will be developed and operated pursuant to a concession agreement issued by SBS on behalf of the City. In the event the

concession agreement is terminated, NYCEDC and the City will not reimburse the concessionaire's unamortized capital improvement cost as of the date of termination.

- **Note:** All necessary permits and approvals for capital work, operation and design must be obtained from the NYC Department of Buildings and all other agencies having jurisdiction. Except as otherwise provided herein, the Operator shall retain, at its sole cost and expense, a professional New York State licensed engineer and/or registered architect to design and file proposed capital improvement plans, as applicable, and to oversee the entire construction project. Additionally, such designs and work may require prior approval from NYCEDC, the New York City Public Design Commission, SBS, the New York City Department of Buildings and any other agencies having jurisdiction. The supervising architect or engineer shall ensure that all construction conforms to the plans approved by NYCEDC. The Operator will be required to provide NYCEDC with all plans and specifications upon completion of the construction documents. The plans should be in ink on Mylar paper and should also be submitted electronically. All costs shall be borne by the Operator;

The Operator shall comply with all City, state and federal requirements, including City Local Laws for building energy efficiency and greenhouse gas emissions reduction, in order to provide safe and accessible facilities, including for persons with disabilities. The Operator is encouraged to exceed accessibility requirements wherever possible.

Funding for Capital Improvements

NYCEDC will continue to explore the potential for additional grant funding to make improvements to the Site and the Operator will be expected to cooperate with and comply with current and future funding requirements; however, no grant funding is guaranteed.

This RFP and the resulting concession agreement will be subject to rules and requirements, including but not limited to M/WBE, Title VI and ADA requirements, arising from the anticipated use of federal funds including but not limited to the MARAD Grant (hereinafter defined) and, potentially, FEMA Funds, as the source of funding for improvements, including but not limited to the barge and gangway, to be used in connection with the Marine Highway Program.

EVTOL Infrastructure Grant Opportunities

Respondents are encouraged to include a plan to engage federal and state incentives and programs to defray the upfront investment costs associated with the build-out of the necessary infrastructure and any utility upgrades to support eVTOL operations.

Marine Highway Program and MARAD Grant

The MARAD grant awarded to NYCEDC will enable the JRB Marine Infrastructure Project. It aims to utilize marine waterways to reduce landside congestion and vehicle-miles traveled, while expanding the City's green freight delivery network.

The Operator is required to advance funding to execute the JRB Marine Infrastructure Project which is currently estimated to have a cost of approximately \$1,200,000. Up to Eighty Percent (80%) of the eligible costs which is currently estimated at \$960,000, is anticipated to be reimbursed to the Operator in accordance with MARAD rules for reimbursement of eligible costs. NYCEDC requires the remaining Twenty Percent (20%) of the anticipated cost of the JRB Marine

Infrastructure Project and any additional cost increases, to be the sole responsibility of the Operator. To the extent the MARAD grant covers less than the anticipated costs, the Operator is responsible to pay remaining amounts to cover the cost of the JRB Marine Infrastructure Project.

Design

Prior to Respondent selection, a 30% level of design for the Project will be completed by the City's selected design engineering consultant. This design shall inform the NEPA review requirement of the MARAD grant. The selected Respondent will execute the Project in accordance with 100% completed construction documents. The Operator will have the opportunity to review and play an active role in the remaining design process to reach 100% level of design. Alternatively, the Operator, at its own expense, may opt to engage another design engineering consultant to complete design for the Project, but will be responsible for undertaking another NEPA review based on such designs and obtaining all necessary approvals. However, the Operator will be responsible for compliance with all procurement requirements pertaining to MARAD grant funds and will be responsible for undertaking another NEPA review based on such designs. All designs must be based on NYCEDC's conceptual plans as provided in Appendix 5.

Bonds and CEQR Documents

Performance and payment bonds may be required as a guarantee of completion and payment for any work to be performed by the Operator. In addition to associated requirements, it is anticipated that the [CEQR document](#) will be used when Operator seeks New York State Department of Environmental Conservation (DEC) and United States Army Corps. of Engineers permits, as needed, to implement the proposed maritime freight Project.

Operator is required to do its own due diligence and should not rely on City and/or NYCEDC approval as compliance with requirements of City, state or federal laws.

In no event shall the Operator cause any threshold of the major concession rules promulgated by the City Planning Commission, codified in 62 RCNY Chapter 7, to be exceeded, or undertake improvements that require the filing of an Environmental Impact Statement.

Additional Operational Considerations

Safety

Respondents with prior heliport and/or airport operating experience are required to submit the safety record of their prior and/or currently operated facility(ies), including a detailed outline of maintenance schedules and safety precautions, a list of any accidents, incidents, or violations, and staff qualifications and certifications (if applicable), as part of the proposal. Respondents should also provide descriptions of the locations and types of facilities they have operated (or are operating) as well as appropriate references. Safety records will be an important measurement of an Operator's ability to manage JRB.

Furthermore, proposals should include a safety plan outlining how the marine freight use will not interfere with JRB aeronautical operations or its workers and eVTOL safety precautions.

The Operator must comply with all national safety guidelines and federal, state and City laws, rules and regulations for the operation and maintenance of JRB.

Repair, Maintenance and Cleanliness

At its sole cost and expense, the Operator shall operate, maintain, and make all necessary repairs to the Site (structurally and otherwise), including but not limited to all paved landing areas, including all lights, markings and striping, navigational aids, grounds (including, without limitation, maintaining perimeter fences where and when necessary) and all buildings, structures and fixtures located at JRB including, without limitation, the terminal facilities, all walkways, plumbing, electrical, sprinkler, heating, and air-conditioning systems, and other related apparatus and equipment. Additionally, the Operator shall, at its sole cost and expense, clean and remove all waste, garbage, refuse, rubbish and litter from JRB. The Operator must provide adequate waste and recycling receptacles that are approved by NYCEDC and have the receptacles emptied on a daily basis and removed by a private carter. The Operator must comply with all City, state, and federal recycling regulations. Rubbish removal schedules are subject to NYCEDC's approval.

Signs shall be posted by the Operator stating that if there are any issues with the level of the cleanliness or presence of debris around JRB, please contact the Operator at a phone number and email address to be provided. The Operator will keep a record of complaints received through the Operator's call number and email address and respond accordingly. NYCEDC may include the complaints in its quarterly report issued to Community Board 1 and the Manhattan Borough President. The Operator shall also provide janitorial services for all buildings and structures.

The foregoing notwithstanding, nothing herein shall require the Operator to make any repairs, alterations or renovations to the substructure of the decking over the East River, including, without limitation the substructure of the pier and barge portions, which shall remain the responsibility of the City. In the future, the City may choose to make repairs and/or replacements on the pier and barge portions based on findings of routine inspections or otherwise, although at this time there are no plans to do so.

Security

The Operator, at its sole cost and expense, shall be responsible for all security at the Heliport and shall provide a 24/7 security system. All security plans and systems are subject to the approval of NYCEDC.

Customer Service

NYCEDC expects the Operator to create and maintain a high-quality amenity for the public. NYCEDC encourages Operators to implement customer service mechanisms that will continuously seek to improve the satisfaction of patrons. These mechanisms should be outlined in each proposal.

Employees

NYCEDC expects the Operator to staff the Site with sufficient employees in order to run a fully operational aeronautical and maritime facility. The Operator should outline in the staff plan which position(s) will be responsible for addressing general passenger security issues that may arise. NYCEDC encourages the Operator to provide quality job opportunities and advertise open positions through organizations including but not limited to those in the community, NYCEDC, and/or other City agencies, including HireNYC.

Community Responsiveness and Workforce Development

NYCEDC will view favorably proposals that demonstrate an awareness of JRB's role as an integral part of the surrounding community and the City at large. NYCEDC will grade more favorably proposals that show a commitment to cooperate with and support the community. The Operator is expected to work with NYCEDC to work with area residents to address quality-of-life concerns. Respondents should detail any history of positive relationships with communities in which they operated, if applicable. Proposals are required to include plans for a workforce training program that improves access to available career pathways in aviation, maritime, transportation, logistics, and other relevant sectors. NYCEDC also encourages plans for partnerships with local organizations, and programs that stimulate long-term career pathways for the community.

Regulatory Issues

The Operator must comply with all codes, rules, and regulations including, but not limited to, federal, state and City, including DEP, directives and restrictions.

Inspections

Inspectors from NYCEDC and the City will visit the Site unannounced to inspect operations and ensure compliance with the terms of the concession agreement including but not limited to proper maintenance of the facility. Based on their inspections, NYCEDC and/or the City may issue directives regarding deficiencies which must be rectified in a timely manner.

Additional Requirements during the Term of the Concession Agreement

- The Operator must obtain and maintain as valid any and all necessary approvals, permits, and licenses for the construction and lawful operation of this concession, and bear all costs in connection with such approvals and in connection with any environmental reviews and the CEQR filing fee equivalent; all documents required to be filed with FAA must also be filed with NYCEDC;
- Upon receipt of written request from NYCEDC, and at the Operator's sole cost and expense, Operator shall deliver to NYCEDC data regarding the electricity consumed in the operation of the Premises (the "Energy Data") for purposes of regulatory compliance, manual and automated benchmarking, energy management, building environmental performance labeling and other related purposes, including but not limited, to the Environmental Protection Agency's Energy Star rating system and other energy benchmarking systems. The Operator shall use commercially reasonable efforts to utilize automated data transmittal services offered by utility companies to access the Energy Data;
- The Operator must operate and maintain the Heliport as a concession for public use;
- The Operator must maintain and operate the Heliport in accordance with FAA standards, as such standards may change from time to time, including crash fire and rescue operations and security measures;
- The Operator must submit a security deposit of at least 25% of the highest year's minimum annual guaranteed fee, which will be required for the duration of the term of the concession agreement. This security deposit, which may be in the form of a letter of credit or other format approved by NYCEDC, will be due upon the signing of the concession agreement;
- The Operator will be required to obtain and maintain insurance coverages at a minimum (with the understanding that all coverages will be subject to the standard City insurance requirements and minimum limits to be set forth in the concession agreement) as set forth in Appendix 6 as may be modified from time to time.
- The Operator must supply all equipment necessary for the operation of the concession. All fixed equipment shall become the property of the City upon installation, at the City's option;
- The Operator must submit monthly statements of gross receipts from all categories of income in a format approved by NYCEDC. At the end of each operating year, the Operator must submit a detailed income and expense statement for the past year's operation. The Operator must maintain a revenue control system to ensure the accurate and complete recording of all revenues in a form and manner acceptable to the City and NYCEDC. All fees, prices, and any subsequent increases must be approved in advance by NYCEDC;
- The Operator must operate the facility, at a minimum, during the hours set forth in Aeronautical Operations;
- The Operator shall provide regular pest control inspections and extermination. To the extent that the Operator applies pesticides to any property at the Heliport, the Operator or

any subcontractor hired by the Operator shall comply with Chapter 12 of Title 17 of the New York City Administrative Code;

- The Operator must keep all signs and structures in good condition and free of graffiti;
- The Operator is prohibited from placing advertisements on the property unless NYCEDC's prior approval is obtained by the Operator. Any and all signage is subject to NYCEDC's approval and NYC zoning and laws. Operator must do its own due diligence to comply with NYC zoning and laws. NYCEDC's approval is not an indication of compliance;
- The Operator must obtain the prior written approval of the City and NYCEDC prior to entering into any marketing or sponsorship agreement. In the event that the Operator breaches this provision, the Operator shall take any action that the City may deem necessary to protect the City's interests;
- The Operator shall cooperate with NYCEDC and the City during special events and other unanticipated eventualities; Smoking or the use of electronic cigarettes on-site is strictly prohibited;
- The Operator shall pay all taxes applicable to the operation of the concession. Gross receipts shall exclude the amount of any federal, state or City taxes which are paid by the Operator against its sales;
- The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Concessionaires of the City of New York may be required to provide sick time pursuant to the PSLL. Appendix 7, The Paid Sick Leave Law Rider, will be included in any concession agreement awarded from this RFP and will incorporate the PSLL as a material term of such agreement; and
- The concession agreement will provide for the City's right to use the facility for non-aeronautical uses during non-operating hours, under specific circumstances, and with short-term notice (for example, the City and NYCEDC reserve the right to host expos or community events, like a last-mile delivery expo or an open house for the community to visit and learn more about eVTOL aircraft and operations).

Minority and Women-Owned Business Enterprises Program Plan

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

Respondents must submit a plan to address M/WBE participation in the project during the design and construction components of work related to the Proposal ("M/WBE Participation Proposal"). The target participation goal is 30%. See Appendix 8: M/WBE Participation Goal for further details.

Compliance

The Operator will be responsible for compliance with all federal, state and City laws, ordinances and regulations pertaining to the Heliport and the maintenance and operation of the Heliport, including the streets and sidewalks therein, including, without limitation, laws relating to sanitation, fire code, environmental quality, equal opportunity employment and federal, state and City tax and withholding laws. The Operator will pay all applicable taxes assessed with respect to the maintenance and operation of the Heliport, including, if applicable, Commercial Rent Tax but excluding real estate taxes. Gross receipts shall exclude the amount of any federal, state or City taxes which are paid by the Operator against its sales.

NYCEDC is involved in ongoing conversations with the FAA regarding current and future aviation rules. To the extent applicable, the selected Operator will be required to comply with all current and future aviation rules as set forth by the FAA through the entirety of the term.

Financial and Operational Reporting

The concession agreement shall require both financial and operating reports, including, but not limited to, monthly operations report, annual operating budgets, and quarterly or annual income and expense statements, to be submitted to NYCEDC. All information on financial transactions shall be subject to review by NYCEDC.

In addition to, in compliance with and without limitation to the Project Components of this RFP, the Operator shall provide NYCEDC with the following information, which may be shared with Community Board 1 and the Manhattan Borough President:

- Biannual (every six months) updates on any planned maintenance and improvement plans for the Heliport;
- A monthly report, currently submitted to the New York City Council that includes a summary of 311 helicopter complaints across the City including but not limited to:
 - Weekly investigation of complaints including determination of whether a violation under the concession agreement occurred and if so, actions taken to correct the violation
- A monthly air quality monitoring report; and
- A flight logging report that details all information feasibly collected concerning flights using the facility as described above in Project Components, to the extent permissible by the FAA.

RFP Submittal Process and Procedure

NYCEDC has established the following set of submission requirements for all proposals as well as specific submission instructions as detailed below. Please read all of the following before beginning your application and use the order and format set forth below.

Proposal Submission Instructions

Respondents shall submit their proposals pursuant to the instructions set forth on the project web page (which can be found on <https://edc.nyc/rfps>); proposals shall be labeled only with Respondent's company name and uploaded as a single zip file with this title. Respondents should address technical questions (e.g. related to finding, downloading, or electronically submitting a proposal) to RFPRequest@edc.nyc.

Please note that Chrome Browser is the preferred method to upload your electronic response.

For those interested in submitting a physical copy of their proposal, please contact us by emailing RFPRequest@edc.nyc or by calling 212-312-3969 to make the necessary arrangements.

Proposals are due on January 12, 2024 at 4:00 PM to NYCEDC.

Proposals and modifications received after the time and date listed above will be considered late, will be returned to the proposer unread and will not be considered for award, except as provided for in Section 1-13(j)(2)(i) of the Concession Rules.

NYCEDC and the City reserves the right, in its sole discretion, to cancel or modify this RFP and to reject any proposal as non-responsive as further detailed in *Appendix 9: "Other General RFP Requirements and Conditions"* herein.

Proposal Content Guidelines and Requirements

General

Proposals that are incomplete or not in conformance with the requirements of this RFP may be eliminated from further consideration. Respondents should note carefully the proposal content requirements listed below.

- Prior to submission of proposals, Respondents should contact NYCEDC to verify that all amendments issued have been received. All Respondents must submit a notarized statement signed by an authorized principal or officer of the Respondent that states that the Respondent has read this RFP and the Appendices fully and agrees to the terms and conditions set forth herein (see *Appendix 10 – NYCEDC Statement of Agreement*).
- Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, respondents responding to this solicitation are required to complete the attached Doing Business Data Form ("DBDF") and return it with this proposal and should do so in a separate envelope. See *Appendix 11 – Doing Business Data Form* for links to the form and additional information. (If the responding proposer is a proposed joint venture, the

entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a Respondent has failed to submit a Data Form or has submitted a Data Form that is not complete, the Respondent may be notified by NYCEDC and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to NYCEDC. Failure to do so may result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the Respondent has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered, whichever is sooner.

- Respondent should identify those portions of its proposal that it deems to contain confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by NYCEDC or the City. Such information must be easily separable from the non-confidential sections of the proposal.
- Organizations which hold 10% or more ownership or control of the Respondent entity must now be reported. Beginning in January 2018, an entity must submit a DBDF that certifies whether one or more organizations own or control 10% or more of the entity. Until such a DBDF has been received by Doing Business Accountability, a DBDF submitted with a filing status of No Change will not be accepted. To determine if Doing Business Accountability has received such a certification from your entity, contact doingbusiness@mocs.nyc.gov or at 212-298-0600.
- The Selected Respondent will be expected to negotiate the concession agreement with NYCEDC in accordance with the terms of this RFP, its proposal, and the City's needs in an expedited manner. However, selection by NYCEDC of a proposal and initiation of negotiations shall not, and shall not be deemed to, obligate the City to enter into any concession agreement or other agreement. A Term Sheet (the "Term Sheet") to be filled out by Respondent and submitted as part of the proposal is attached hereto as Appendix 12. Failure to complete and submit the Term Sheet, as later defined herein, may render the proposal non-responsive. If an agreement is not entered into, NYCEDC may select and enter into negotiations with another Respondent, who may, subject to the terms herein, become the Selected Respondent.
- A detailed narrative one-page executive level proposal summary including overview of fee offer and any name/rebranding suggestion(s).
- A day-to-day main point of contact for Respondent with contact information.
- Solicitation number, the name and address of the Respondent and the time for receipt of proposals on the outside wrapper, as applicable.

Fee Offer

Proposals must include:

- Fee offer for each year over the term, including renewal options. The fee offer should state the highest sum each Respondent is prepared to pay as a concession fee, expressed as a combination of a minimum annual guaranty plus a percentage of gross receipts above the minimum annual guaranty, over the term, including renewal options.

- An escalation of at least three percent (3%) per year of the minimum annual guaranty over the term, including renewal options, will be required.
- Pro-forma in excel format detailing revenues, sources and expenditures that guarantee a strong financial return for the City and NYCEDC.

Planned Operations

Proposals must include:

- Detailed operational plan for the entire facility, including but not limited to operating plans, maintenance, proposed products and services, plans or explanations addressing noise mitigation and flight tracking, any plans to install energy efficient appliances that have the Energy Star seal of approval and/or water conserving appliances, any plans to use “Green Seal” or other environmentally friendly products or devices, plans for deliveries and rubbish removal, and a cleaning schedule. All operational plans, including delivery schedules and rubbish and snow removal schedules and prices (and subsequent increases) will be subject to NYCEDC’s approval.
- Plan to incorporate and incentivize eVTOL aircraft and quieter higher stage helicopters (i.e., Stage 3 helicopters) in their operational plan, to the extent permissible by the FAA.
- Plan to incorporate a preference for all flights that minimize travel over land and piers in their operations plan, to the extent permissible by the FAA.
- Description of any proposed non-aeronautical uses, including but not limited to:
 - Detailed plans that accommodate berthing and vessel activity including, but not limited to:
 - Low-impact marine cargo usage and last-mile green delivery operations and associated fee structures for these services and diversified ancillary uses (e.g., film, fashion shows, public and community events, etc.) each demonstrating no interference with aeronautical operations;
 - Proposed schedule for introducing the maritime freight use and a schedule of proposed operations, ensuring there is no interference with aeronautical operations.
 - Letters of interest from sub-freight operators/permittees or firms interested in partnering with the Respondent or its freight sub-operator/permittees on the marine freight program.
 - Additional plans for diversified ancillary uses for the Site.
- Overview of mechanisms by which the Operator would measure customer satisfaction for their services. Such mechanisms might include customer evaluations or survey forms. Additionally, Respondents should explain how they would improve their quality of services as a result of these mechanisms.

- Estimated number of full-time and seasonal employees, the positions these employees will fill, and which position(s) will be responsible for addressing any potential passenger security concerns. The Operator should consider including an Airport Security Coordinator certified by the Transportation Security Administration.
- A detailed pro-forma income and expense projection for each year of operation including an explanation of all assumptions used. As part of the Respondent's submission, the pro-forma should include a proposed helicopter and eVTOL rate schedule and parking fee schedule including a proposed accelerated eVTOL adoption incentives plan, projections associated with the maritime freight operation, as well as net income after the fee offer.
- Demonstrate of an awareness of the role of the concession as an integral part of the surrounding community and include a plan on how to cooperate with and support the community, key stakeholder groups, and elected officials.
- Explanation of how the Operator will work with NYCEDC staff to address maintenance issues and work with area residents to address concerns.

Operating Experience

Proposals must include:

- Resumes and/or a detailed description of the Respondent team's professional qualifications, demonstrating extensive experience (at least 5 years preferred) in the operations of heliports, airports or other aviation facilities, and maritime freight and micro-distribution, including any work with City agencies or access to individuals and/or firms with such expertise.
- Respondents who can demonstrate a strong understanding of the anticipated needs of eVTOL landing infrastructure, including a flexibility to adapt to evolving requirements and an ability to convene and engage with industry players will be rated more favorably.
- Copies of safety record(s) from past and/or current aviation and/or maritime freight operations.
- A list of at least three (3) recent relevant references with whom the Respondent has previously worked and/or who can describe such matters as the Respondent's financial, operational and construction capability and safety record. Please include the name of the reference entity, a description of the nature of the listed reference's experience with the Respondent and the name, title, address, email address, and telephone number of a contact person at the reference entity.
- A description of any current, previous or pending business with NYCEDC and/or the City.

Proposed Capital Investment, Project Plans, M/WBE and Timelines

Proposals must include:

- For capital improvements planned at the Site, a capital investment plan and design timeline should be included in the proposal that may include a short-term (1-5 years) and a long-term (5-10 years) plan along with a short description of the investments. This

timeline should clearly outline ways the improvements will positively impact the overall operation of the Site and the facility's impact on the surrounding community, the projected cost of these improvements, and the anticipated commencement and completion dates for these improvements. All improvements shall be subject to Lien Law 5, as applicable, and labor/workforce development regulations, as applicable.

- The plan should include Respondent's commitment and steps to address M/WBE participation in the project during the design and construction components of work related to the Proposal ("M/WBE Participation Proposal"). The target participation goal is 30%. See **Appendix 8**.
- The plan should include the Respondent's commitment to cover 100% of the costs associated with the build-out of the necessary supporting infrastructure to enable eVTOL operations, including any utility upgrades, electric chargers, aircraft cooling equipment, ground support equipment, fire suppression, lighting, markings etc.
- The plan should include Respondent's commitment to paying 100% of the costs upfront for the JRB Marine Infrastructure Project; up to 80% of the costs are expected to be reimbursed by the Federal Marine Administration via the MARAD grant, but NYCEDC makes no guarantee about whether and how much, if any, of the costs will be reimbursed. Please see the [terms and conditions of the MARAD grant](#).
- The plan should also address improvements to the Site related to its operation, safety, physical appearance, and environmental impacts within the neighborhood.
- Proposed capital investment(s) that (i) reduce any noise and/or air quality impacts, (ii) enhance the safety of aeronautic and/or maritime freight operations at the Site including for its passengers, and/or (iii) improve the JRB customer experience, will be viewed more favorably.
- As directed by NYCEDC or the City, the Operator will be required to provide the City with access to the JRB Site for the review and inspection of the development and operation of the bicycle-pedestrian path project and any other additional work. All capital projects constructed by the Operator hereunder, improvements made thereon or improvements made to the existing Site by Operator shall, at the option of the City, be owned by the City as part of the Heliport. All existing improvements at the Site are owned by the City.

Financial Capability

Proposals must include:

- Financial statements prepared in accordance with standard accounting procedures for the Respondent company as well as the other companies, if within a consortium or joint venture. Respondents should include supporting documentation of their financial ability, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and three (3) years of past tax returns (corporate).
- Identification of the intended source of all funds proposed to be invested in the Site.

- Identification of diversified revenue streams so as to reduce the reliance on non-eVTOL tourist and private charter flights.
- Demonstration of capability to undertake all financial obligations under the proposal based on the above considerations.
- At NYCEDC's request, Respondent shall submit documentation satisfactory to NYCEDC, demonstrating that it has the financial capability to pay the fees set forth in its proposal.

Selection

Proposals will be evaluated by a selection committee composed of NYCEDC employees in accordance with procedures established by the Franchise and Concession Review Committee.

Proposals will be reviewed for completeness. Proposals that meet all the required submission requirements will be advanced for interviews and will be ranked according to the evaluation criteria below. If appropriate, best and final offers will be requested.

NYCEDC and the City are not required to accept the highest fee offer proposal. NYCEDC's acceptance of a proposal does not imply that every element of that proposal has been accepted.

NYCEDC will not consider any proposal that does not comply with the Proposal Submission Requirements subsection of this RFP.

As part of the evaluation process, NYCEDC may visit facilities currently operated by the Respondents.

Proposal Evaluation Criteria (based on 100 rating system)

- Fee Offer: 25 points
 - Combination of:
 - minimum annual guaranty for each year over the term, including renewal options (15 points) and
 - percentage of gross receipts above the minimum annual guaranty for each year over the term, including renewal options (10 points)
- Planned Operations: 20 points
 - Criteria as set forth in the Planned Operations section of this RFP.
- Operating Experience: 20 points
 - Criteria as set forth in the Operating Experience section of this RFP.
- Proposed Capital Investment, Project Plans, M/WBE and Timelines: 20 points
 - Criteria as set forth in the Proposed Capital Investment, Project Plans, M/WBE and Timelines section of this RFP.
- Established Financial Capability: 15 points
 - Criteria as set forth in the Financial Capability section of this RFP.

Due Diligence

Prior to submitting a proposal, Respondents are encouraged to review any and all publicly available sources of information regarding the Site.

NYCEDC and the City make no representations as to the completeness or accuracy of the information in the RFP, express or implied. It is the Respondent's responsibility to conduct due diligence regarding the Site and all applicable rules and regulations, including but not limited to MARAD grant requirements.

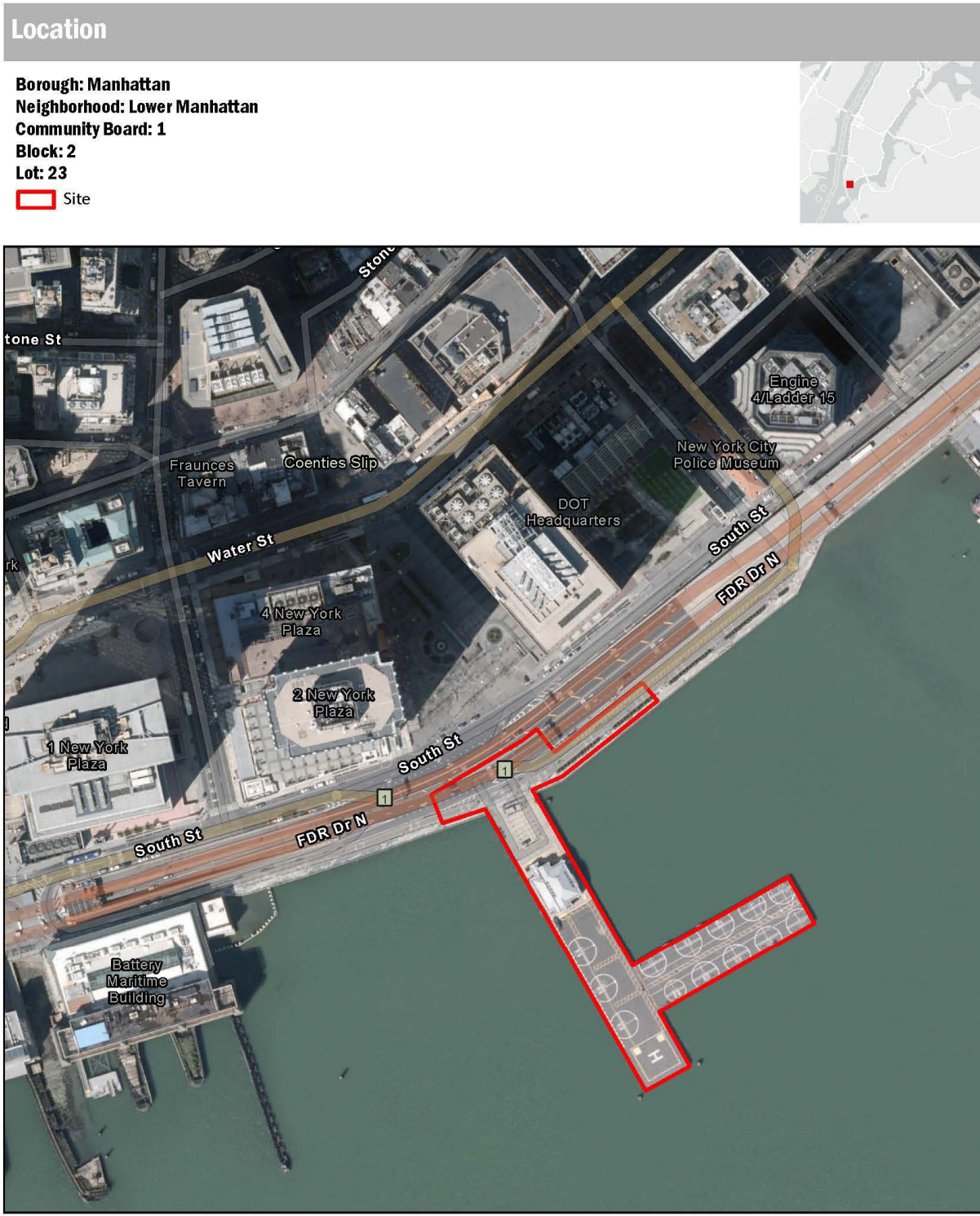
Environmental Conditions

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

NYCEDC and the City require that the Operator take the Site "as-is" and assume the obligation to remediate any environmental contamination, indemnify NYCEDC and the City for any claims that may be made against them in the future, and release NYCEDC and the City from any claims that the Operator may have in the future arising out of the condition of the Site.

Appendix 1: Site Plans, Floorplans, Images and Substructure Integrity Report*

Figure 1: Site Location



*Substructure Integrity Report is available for download on the NYCEDC website.

Figure 2: North View of Site



Figure 3: South View of Site



Figure 4: East View of Site



Figure 5: Office Entrance



Figure 6: Office Reception and Waiting Area

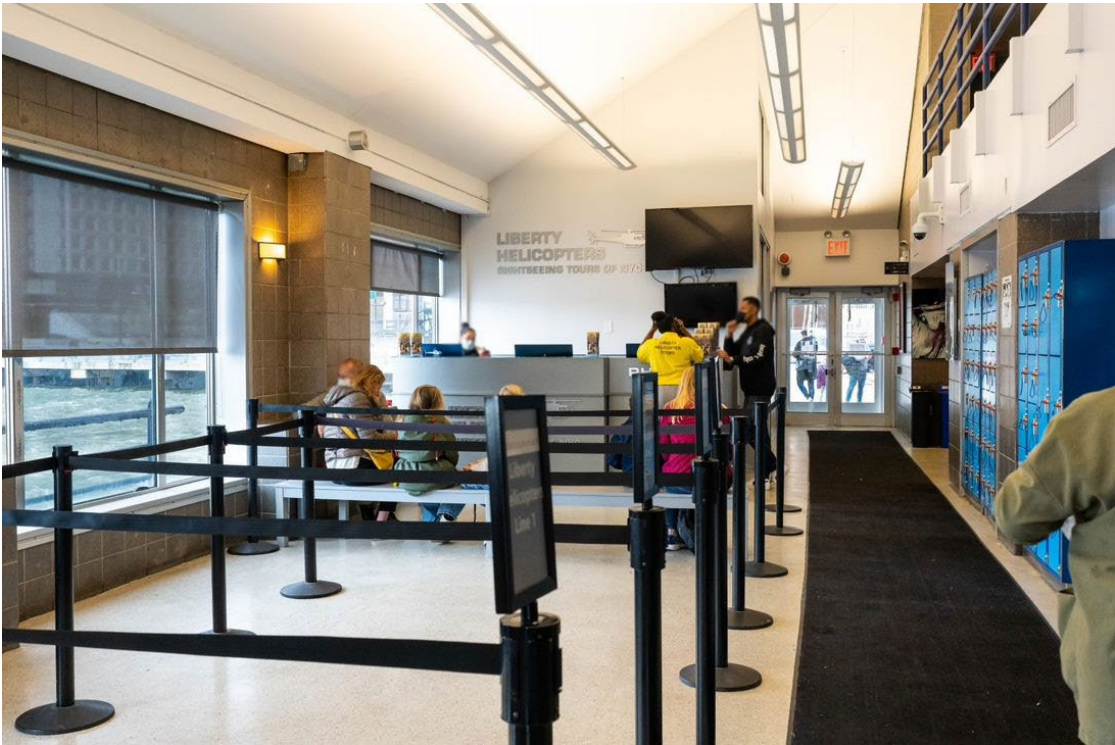


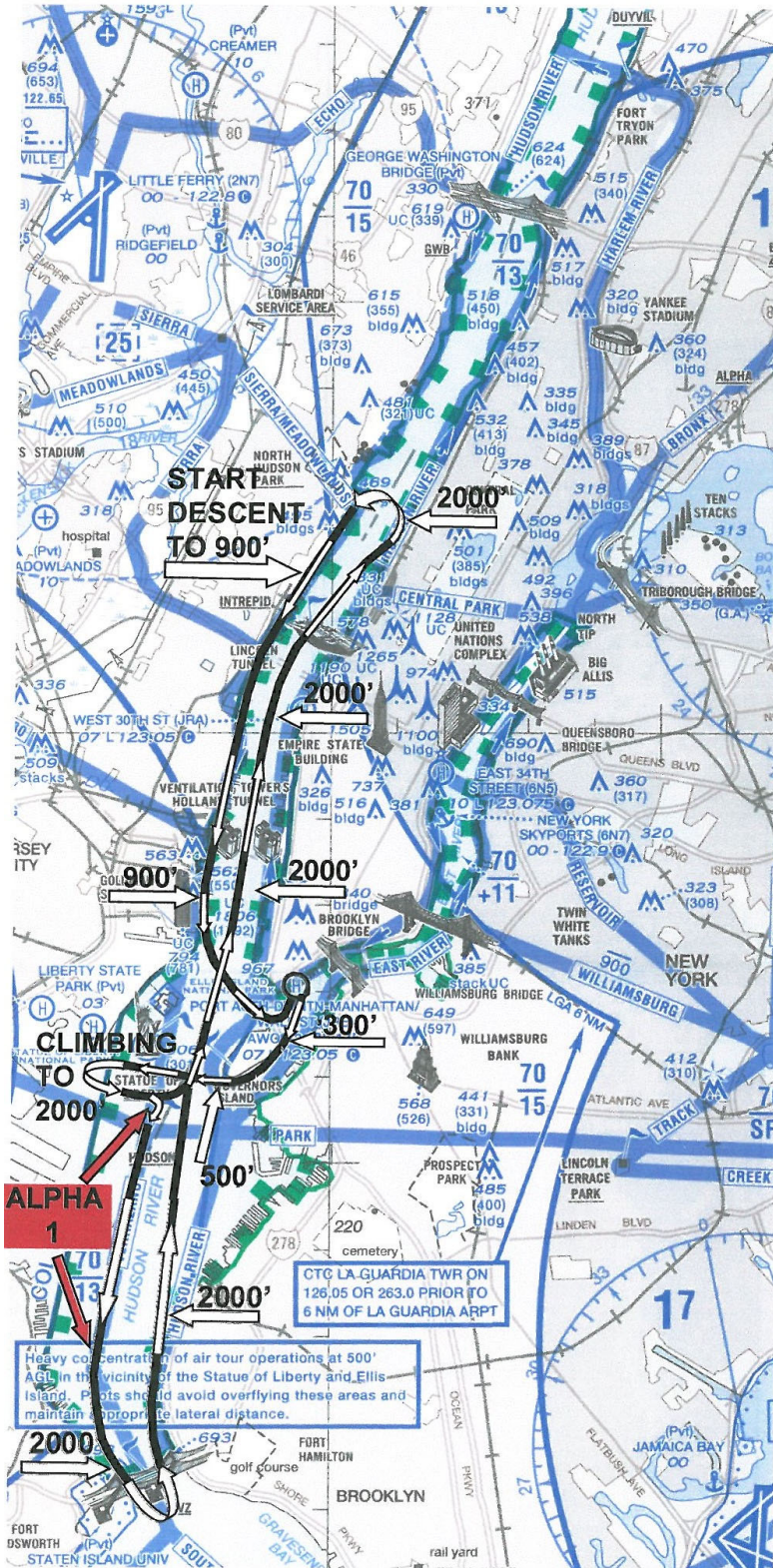
Figure 7: Transportation Map



Appendix 2: Volume Caps by Month

	Helicopter	Tourist Flight Operations: Downtown Manhattan Heliport (monthly)												
	Calendar year 2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Row A	2015 Baseline	2319	2216	3413	5732	6456	4607	5645	6673	5487	6979	4766	5008	59301
Row B	Post reduction (50%) Maximum TFO/month	1160	1108	1707	2866	3228	2304	2823	3337	2744	3490	2383	2504	29651

Appendix 3: Approved Tour Flight Routes



NEW YORK CITY TOUR ALPHAS

Depart JRB to the west side of buttermilk channel at 300'

Round buttermilk channel at 300' until the south side of Governors Island

Climb to 500' while heading for the south side of the statue keeping your 1000' stand off.

ALPHA:

Make a left hand climbing course reversal on the south side of the statue while contacting EWR Tower and request a tour ALPHA at 2000' You should be at 1500' before passing Ellis Island and 2000' by The Freedom Tower Site mid-river.

ALPHA1:

Make a left hand climbing course reversal on the south side of the statue while contacting EWR Tower and requesting a tour ALPHA 1 at 2000'

Come off the statue on the south side climbing to 2000' southbound on the Verrazano route till the south side of the Verrazano Bridge.

Make a left hand course reversal to re-join the hudson river northbound at 2000'

You should be handed off to LGA Tower some where between the Freedom Tower Site and the Lincoln Tunnel.

Left hand course reversal at the 79th street boat basin at 2000' to go south on the Jersey Shore.

Once established Southbound, check out with LGA at 2000' change to river frequency and make your call descending to 900'

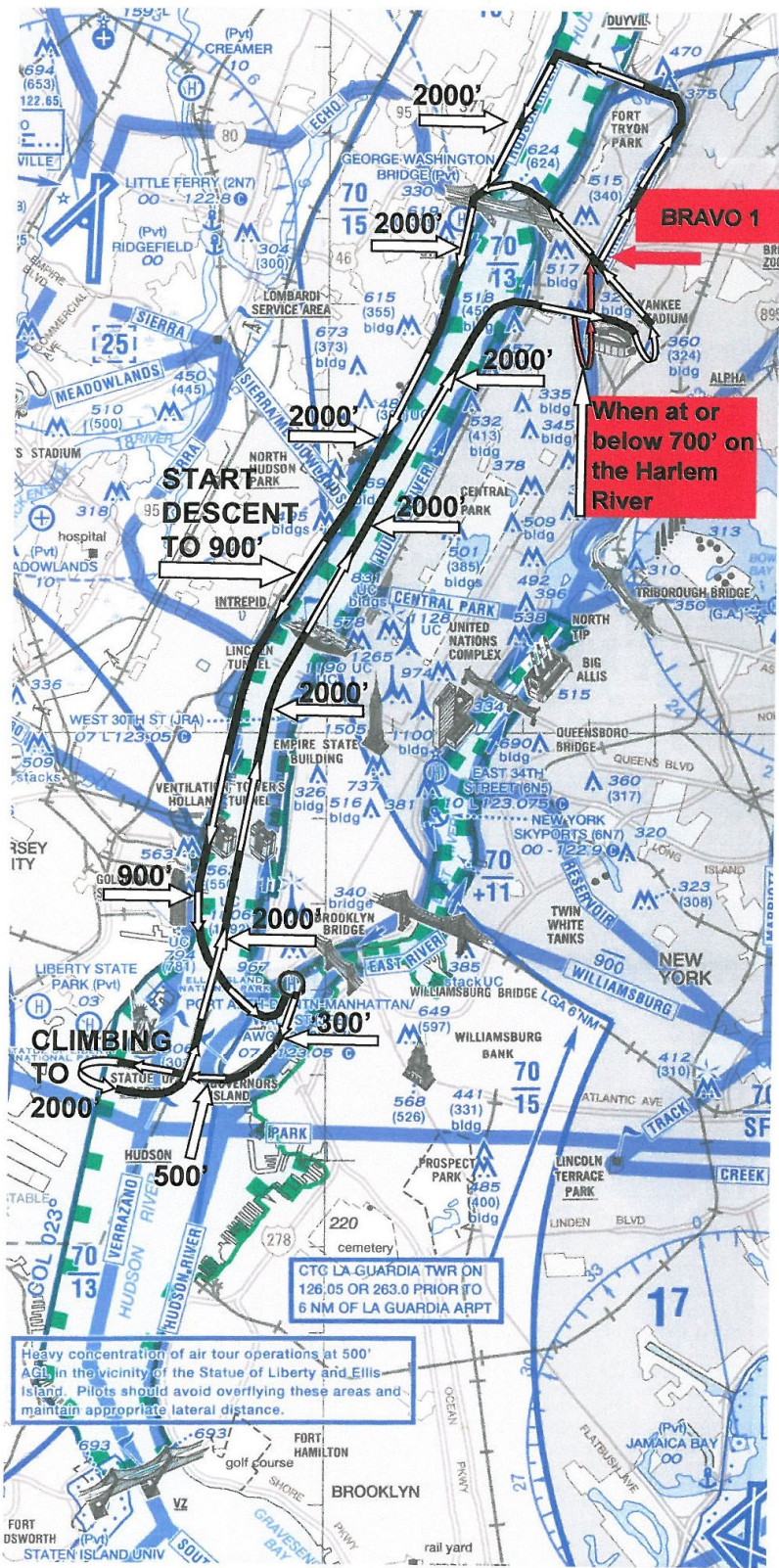
You should be below 1300' at the Lincoln Tunnel and at 900' at The Colgate Clock.

Change to East River frequency and head towards the North Tip of Governors to make your approach back to JRB

If EWR and or LGA will not clear you to 2000' request as high as possible for noise abatement.

If ceilings are below 1500' all Tours will be flown in the SFAR at 900' or below.

All altitudes and or route segments should be modified when ever a safety conflict arises.



**NEW YORK CITY TOUR
BRAVOS**

Depart JRB to the west side of buttermilk channel at 300'

Round buttermilk channel at 300' until the south side of Governors Island

Climb to 500' while heading for the south side of the statue keeping your 1000' stand off.

Make a left hand climbing course reversal on the south side of the statue while contacting EWR Tower and requesting a tour BRAVO at 2000'

You should be at 1500' before passing Ellis Island and 2000' by The Freedom Tower Site mid-river.

You should be handed off to LGA Tower some where between the Freedom Tower Site and the Lincoln Tunnel.

Continue northbound mid-river until the cemetery north of River Bank State Park.

Make a right hand turn over the cemetery for the North side of Yankee Stadium.

Make a left hand course reversal on the east side of the stadium and for Bravo: continue to the north side of the GW Bridge at 2000' make a left hand turn to go southbound on the New Jersey Side of the river.

Bravo 1: Continue Northbound on the Harlem River to Spuyten Duyvil then to the New Jersey Side to go South at 2000'

(SEE HARLEM RIVER AT OR BELOW 700')

Once Past North Hudson Park, check out with LGA at 2000' change to river frequency and make your call descending to 900'

You should be below 1300' at the Lincoln Tunnel and at 900' at The Colgate Clock.

Change to East River frequency and head towards the North Tip of Governors to make your approach back to JRB

If EWR and or LGA will not clear you to 2000' request as high as possible for noise abatement.

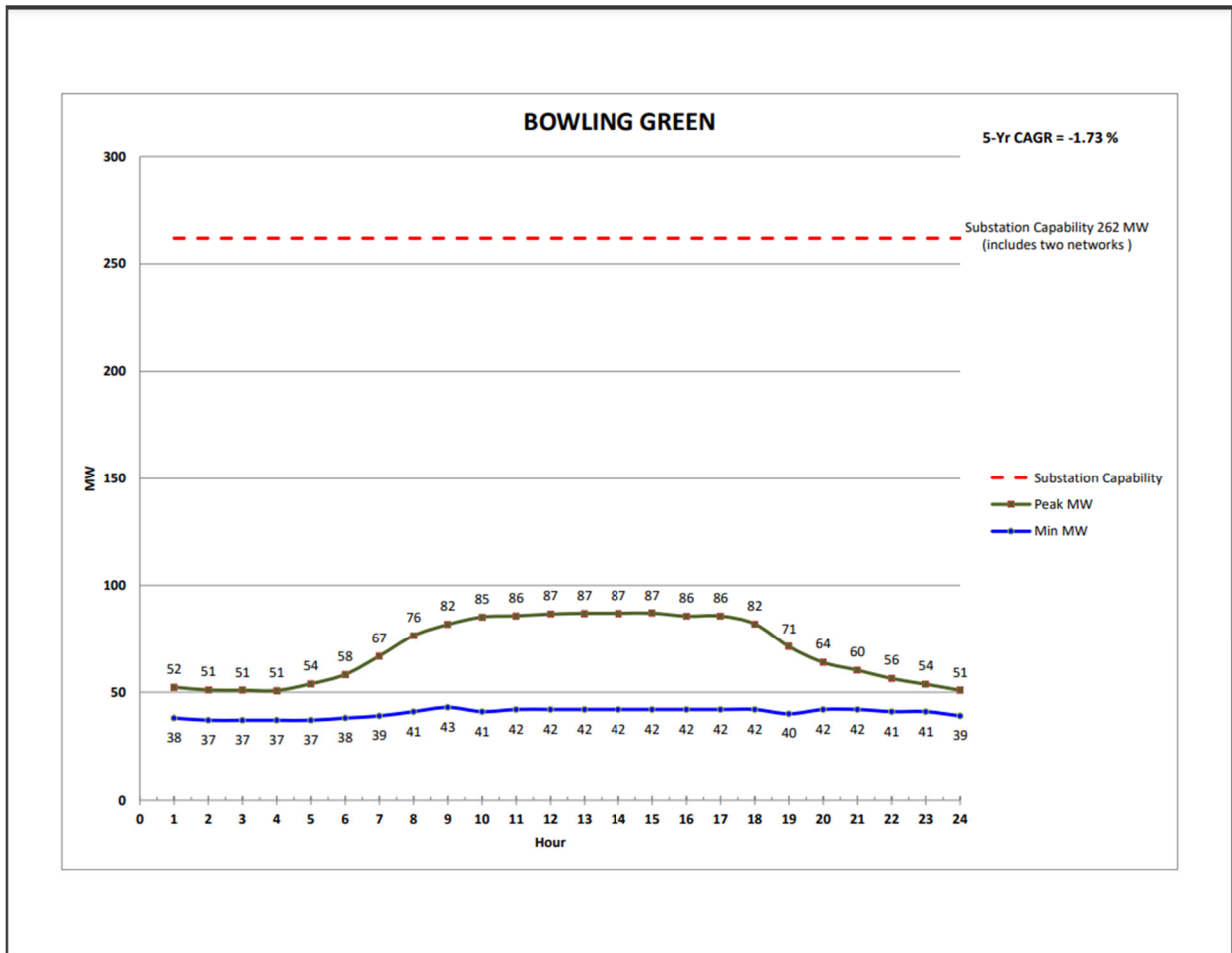
If ceilings are below 1500' all Tours will be flown in the SFAR at 900' or below.

All altitudes and or route segments should be modified when ever a safety conflict arises.

Heavy concentration of air tour operations at 500' AGL in the vicinity of the Statue of Liberty and Ellis Island. Pilots should avoid overflying these areas and maintain appropriate lateral distance.

CTG LA GUARDIA TWR ON 126.05 OR 263.0 PRIOR TO 6 NM OF LA GUARDIA ARPT

Appendix 4: Preliminary Review of Substation Capacity



Appendix 5: Marine Micro-distribution Conceptual Plans

EAS Assumptions

Site Circulation – Scenario 1 Draft



NYC/EDC

For analysis and planning purposes only

Site Circulation – Scenario 2 Draft



NYC/EDC

For analysis and planning purposes only



Appendix 6: Insurance

The Operator will be required to obtain and maintain the following insurance coverages at a minimum (with the understanding that all coverages will be subject to the standard City insurance requirements and minimum limits to be set forth in the concession agreement) as may be modified from time to time:

- Commercial General Liability covering typical, industry-standard aviation operation exposures including Hangar Keeper's Liability and War Risk Liability applicable to Commercial General Liability; Commercial Automobile Liability Insurance;
- In the event the Operator shall serve alcohol at the Heliport, the Operator shall carry or cause to be carried liquor law liability insurance, and such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such operations. Property "Special Perils" Insurance (including sub limits for flood, earthquake, windstorm/hurricane/named storms) covering (i) all real property at the Heliport site on a replacement cost basis, (ii) equipment breakdown/boiler and machinery and (ii) business interruption including rental value;
- Underground Storage Tank / Pollution Legal Liability Insurance if Operator will be utilizing the fuel storage tanks located at the Heliport site;
- Marine Protection and Indemnity and Marine General Liability (including Pollution Liability) coverage to protect a vessel and its owners and operators against liability for bodily injury and Third Party damage;
- Builder's Risk Insurance. As applicable, the Operator shall provide and keep in force during any construction activities a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the Improvements, as well as the value of any equipment, supplies and/or material that may be in storage (on or off the Heliport) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the City or Agreement Administrator held in their care, custody and/or control.
- Property Insurance including comprehensive "All Risk" of direct physical loss or damage, insurance covering the Heliport, including, without limitation, coverage for loss or damage by acts of terrorism, water, flood, subsidence and earthquake (excluding, at the Operator's option, from such coverage normal settling only) and for all buildings, structures, equipment and fixtures in or upon the Heliport in an amount not less than the full replacement cost of such property, without factoring for any coinsurance clauses or depreciation;
- Statutory Workers' Compensation, Jones Act Insurance, U.S. Harbor Worker's Insurance and Long Shoremen's Compensation Insurance and New York Disability Benefits Insurance, in statutory amounts, as required by applicable law, and any other insurance required by law covering all persons employed by contractors, subcontractors, or any entity performing work on or for the Premises, including Employers' Liability coverage and if the City or any of its subcontractors utilizes floating equipment, barges or floats, or

performs marine-related construction in connection with the concession agreement; The Operator shall cause third party contractors performing work and/or providing services (including the service of alcohol) and/or labor to Operator at the Heliport to add the City and NYCEDC, including their respective officers, members, directors, officials and employees, and any other third party as required by the City as additional insureds to their commercial general liability insurance policies and, if applicable, liquor law liability and contractor's pollution liability insurance policies. Such third-party contractors shall also be subject to the same terms and conditions as provided for in section (f) above, except those additional insureds shall be named without regard to privity of contract;

- All insurance must be provided by companies that may lawfully issue such policies and have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the NYCEDC unless prior written approval is obtained from the NYCEDC;
- The Operator shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles to which such policies are subject, whether or not the City and/or NYCEDC is an insured under the policy;
- There shall be no self-insurance program, including a self-insured retention, with regard to any insurance required unless approved in writing by NYCEDC; and
- Any other insurance as necessary for the operations as determined by the City and NYCEDC.

Please see Term Sheet in Appendix 12 for insurance coverage limits.

Appendix 7: Paid Sick Leave Concession Agreement Rider

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.⁴ Concessionaires of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The Concessionaire agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. The Concessionaire further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

The Concessionaire must notify the Concession Manager in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, the Concessionaire must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of the Concessionaire.

The Concessionaire is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Concessionaire can get more information about how to comply with the PSLL. The Concessionaire acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of

⁴ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSL does not apply to any of the following:

- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSL for such employee;

- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSL for a period of at least three years and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSL civil penalties not to exceed \$500 for a first violation, \$750 for a

second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSLI is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSLI provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSLI may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Appendix 8: M/WBE

I. M/WBE Participation Goal

- a. Participation Goal - The target Participation Goal for the Agreement is 30%. This range reflects the minimum to the optimal Participation Goal for the site development and construction components of work related to the Proposal (the "Work").
- b. The Participation Goal range represents a percentage of the hard costs and soft costs associated with the Work (the "Eligible Costs") that will be paid to contractors, subcontractors and supplier firms certified with the New York City Department of Small Business Services ("DSBS") as MBEs or WBEs. Respondents shall identify their Participation Goal in their M/WBE Participation Proposal. The Participation Goal may be calculated as follows:
 - i. Contractors: The total dollar amount that Respondent pays to contractors certified with DSBS as MBEs or WBEs for Eligible Costs shall be credited toward fulfillment of the Participation Goal, provided that the value of such a contractor's participation shall be determined by subtracting from this total dollar amount any amounts that the contractor is obligated to pay to direct subcontractors or suppliers upon completion of such subcontractors or suppliers work or services.
 - ii. Direct Subcontractors: The total dollar amount that a contractor pays to subcontractors certified with DSBS as MBEs or WBEs for Eligible Costs shall be credited toward fulfillment of the Participation Goal, provided that the value of such a direct subcontractor's participation shall be determined by subtracting from this total dollar value any amounts that the direct subcontractor is obligated to pay to indirect subcontractors or suppliers upon completion of such indirect subcontractors or suppliers work or services.
 - iii. Indirect Subcontractors: The total dollar amount that a subcontractor pays to its subcontractors certified with DSBS as MBEs or WBEs for Eligible Costs shall be credited toward fulfillment of the Participation Goal.
 - iv. Joint Ventures: A contractor, direct subcontractor or indirect subcontractor that is a qualified joint venture, as defined in Section 6-129(c) (24), shall be permitted to count percentage of its own participation toward fulfillment of the Participation Goal. The value of such a contractor, direct subcontractor or indirect subcontractor's participation shall be determined by subtracting from this total dollar amount any amounts that the contractor, direct subcontractor or indirect subcontractor pays to subcontractors or suppliers, and then multiplying the remainder by the percentage to be applied to total profit to determine the amount to which an M/WBE partner is entitled pursuant to the joint venture agreement. If a contractor, direct

subcontractor or indirect subcontractor claims credit for participation as a qualified joint venture, then upon Seller's/ request, Respondent must promptly provide a copy of the joint venture agreement for review and confirmation of the M/WBE partner's profit share as used in calculating credit toward fulfillment of the Participation Goal.

II. Minority and Women-Owned Business Enterprises

- a. M/WBE firms must be certified by DSBS to credit such firms' participation toward attainment of the Participation Goal. Such certification must occur prior to the firms' commencement of work. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/buycertified, by emailing DSBS at buyer@sbs.nyc.gov, by calling (212) 513-6356, or by visiting or writing DSBS at 110 William Street, New York, New York, 10038, 7th Floor. Eligible firms that have not yet been certified may contact DSBS in order to seek certification by visiting www.nyc.gov/getcertified, emailing MWBE@sbs.nyc.gov, or calling the DSBS certification helpline at (212) 513-6311. No credit shall be given for participation by a graduate M/WBE, as defined in Section 6-129(c) (20) of the Administrative Code of the City of New York.

III. M/WBE Proposal Submission Forms – M/WBE Participation Narrative

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

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



M/WBE Narrative Form

NYCEDC is dedicated to furthering the participation of minority- and women-owned businesses in its work. Each RFP Respondent must submit this form together with its proposal to indicate how M/WBE participation will be achieved if it is selected.

Lead Consultant/ Operator:

Project Number:

A. Establishment of numerical MWBE contracting utilization goals or targets

The Participation Goal Range for this contract is set in Appendix G of the RFP. Please indicate the goal you commit to reaching on this contract by entering your M/WBE Participation Commitment Percentage below Please note, if you are selected this goal will become part of your contract..

MWBE Participation Commitment Percentage*:

*M/WBE Participation Commitment Percentage = Projected Payments to MWBEs/Total Contract Payments

B. List of Subcontractors (if available)

Please separately attach the Subcontractors Participation Plan (SPP) listing all subcontractors, both M/WBE and non-M/WBE, that will be used on this contract. For CMs, list all the members of the team included in proposal. The SPP will be reviewed and rated based on:

- *Percentage of subcontractors who are certified as M/WBE with the appropriate agency*
- *Number of M/WBE firms on the SPP*
- *Type of work M/WBE firms will provide—Are they critical tasks integral to the project? Are they providing support services? Are there multiple firms on the SPP for a task that an MWBE is slated to provide?*

C. Strategies and methods that will facilitate participation by M/WBE firms

Please separately attach a narrative that lists the specific measures that will be taken to fulfill the M/WBE requirements of this contract and the goals established. Below are some recommended methods for engaging M/WBE firms. In the narrative, be sure to indicate which of the methods will be incorporated into your M/WBE outreach efforts as well as any

additional strategies. These strategies should be specific and easily verifiable. Also include detailed information about any MWBE programming offered by your firm. Note that specific actions committed to in the narrative must be documented sufficiently so that proof of their application can be readily obtained. As this narrative will be a factor in selection, it is critical that consultants fulfill every aspect of the narrative set forth in the response to the RFP.

- Advertise opportunities for M/WBEs
- Hold direct subcontractors accountable to meeting Participation Goals
- Engage in direct outreach to M/WBEs
- Hold informational meetings with M/WBEs
- Work with M/WBE and community organizations to enhance outreach
- Reach out to vendors on the NYCEDC Interested Subcontractor List
- Seek assistance from NYCEDC Opportunity M/W/DBE staff
- Carve out specific work for M/WBE contractors
- Unbundle bid packages to engage more subcontractors

D. Provide the name and contact information of in-house M/WBE contact

Name & Title:
Email:
Phone Number:
Address:

E. Attestation

I acknowledge that all the information provided herein is true and correct. In addition, I confirm the following:

- I have read and understand the M/WBE requirements for this contract.
- I will make and thoroughly document Good Faith Efforts utilized in encouraging M/WBE participation.
- I understand that I must notify NYCEDC of any material changes to the information submitted herein.

X _____
Authorized Person

Date

Officer's Name, Title

MWBE/DBE Participation Plan

3/20/2023

The purpose of this form is to ensure that appropriate planning and consideration go into the consultant and contractor utilization process, and to serve as documentation of your commitment to attain the level of MWBE/DBE Participation set forth in this plan. The solicitation materials indicate whether MWBE or DBE goals apply for this contract and this form should be filled out accordingly. Please complete the forms and return (1) an Excel copy of the form and (2) an executed PDF to opportunityMWDBE@nycedc.com. Any questions should also be directed to this email address.

I affirm that the following statements are true and accurate:

1. I will make and thoroughly document every good faith effort to meet the MWBE/DBE Participation Goal set forth herein.
2. This MWBE/DBE Participation Plan lists all consultants and contractors that are expected to work on this project as of the date above, whether MWBE/DBE or not.
3. I have verified that firms listed as MWBE/DBE below are certified by the appropriate entity.
4. I have included an **Intent to Perform as Subcontractor Form** for each firm listed below as part of this submission.

Signature of Authorized Representative/Preparer Name & Title Date

NYCEDC Approval: _____
Signature of NYCEDC Opportunity M/W/DBE Representative Name & Title Date

Cells in orange are filled in automatically

Project Information		Project Calculations	
Contract #		Project Value/Project Award Amount	
Project Name			
Business Name		Total Amount to Count toward MWBE/DBE Goal	\$0.00
Email			
Phone		Projected MWBE/DBE Goal Attainment	0.00%

Contractor/Consultant Award Information						
Contractor/ Consultant	MWBE/DBE? ("Y" or "N")	Award Amount	Services to be Provided	Contracting Party <small>Please indicate the name of the party subcontracting for the services</small>	Is Contracting Party MWBE/DBE? ("Y" or "N")	Amount to Count
		\$0.00		N/A	N	\$0
						\$0
						\$0
						\$0

Appendix 9: Other General RFP Requirements and Conditions

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:

- The Site is to be disposed of in “as is” condition and is to be conveyed subject to all applicable title matters.
- The City and NYCEDC, and their respective officers, employees, and agents, make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP, the Site File, the physical condition of the Site, the status of title thereto, its suitability for any specific use, the absence of hazardous waste or materials, or any other matter. All due diligence is the responsibility of the Respondent. Respondents are urged to satisfy themselves with respect to the condition of the Site, the information contained herein, and all limitations or other arrangements affecting the Site. NYCEDC and the City will not be responsible for any injury or damage arising out of or occurring during, any visit by Respondents to the Site.
- 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. All land use approvals, as applicable, shall be at the sole expense of the Operator. NYCEDC will cooperate with the Operator in obtaining necessary approvals.
- A Respondent submitting a proposal in response to this RFP may be rejected if it or, if the Respondent is a business entity, any of its shareholders, officers, directors, partners or members (“Principals”) is determined, in NYCEDC’s sole discretion, to be within a category of persons or entities with whom or which the City or NYCEDC will not generally do business. Respondent and all officers and Principals thereof must complete a background questionnaire, including PASSPort, and shall be subject to investigation by NYCEDC and the City’s Department of Investigation. The concession award is subject to completion of PASSPort and review and approval of that information by the Department of Investigation. Any designation may be revoked in NYCEDC’s sole discretion in the event any derogatory information is revealed by such investigation.
- NYCEDC and the City are not obligated to pay and shall not pay any costs incurred by any Respondent at any time unless NYCEDC or the City has expressly agreed to do so in writing.
- 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.
- This is a Request for Proposals not a Request for Bids. NYCEDC shall be the sole judge of each proposal’s conformance with the requirements of this RFP and of the merits of the individual proposals. NYCEDC reserves the right to waive, modify, cancel or amend any terms, conditions or provisions of this RFP, with or without notice, with respect to one or more Respondents, to negotiate with one or more of the Respondents with respect to the

Site or any portion of the Site, to negotiate and dispose of the Site on terms other than those set forth herein (including to parties other than those responding to this RFP), to require supplemental statements and information from any Respondents, to establish additional terms and conditions, to require a Respondent to modify and cure its proposal if it is non-responsive to the RFP or if it does not otherwise comply with one or more requirements of the RFP, to request a Respondent make changes to a proposal, to entertain modifications or additions to selected proposals, to withdraw the Site or portions of the Site from or add individual parcels to this RFP, to encourage Respondents to work together, or to reject any or all proposals, if in its judgment it is in the best interest of NYCEDC and the City to do so. If all proposals are rejected, this RFP may be cancelled and the 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, conferring with other agencies, authorities and organizations, shall be the sole judge of the acceptability of the proposals. NYCEDC will enforce the submission deadline stated in the RFP at its sole discretion. The timing of the selection may differ depending upon the degree to which further information on individual proposals must be obtained or due to other factors that NYCEDC may consider pertinent. All proposals shall become the property of NYCEDC upon submission.

- Proposals may not be contingent on the acquisition of property not included within this RFP or the determination of a separate and distinct request for proposal process by another City or State agency.
- NYCEDC and/or the City are not obligated to pay, nor shall in fact pay, any costs or losses incurred by any Respondent at any time, including the cost of responding to the RFP or negotiating legal agreements.
- All terms in this RFP related to the permitted use and bulk of the 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.
- Except as specifically provided herein, the Operator will pay all taxes payable with respect to the Project, notwithstanding any exemption on account of the City's or NYCEDC's involvement in the transaction.
- This transaction will be structured as a "net" deal to the City, with the Operator being responsible for all fees relating to the project and all costs incurred by NYCEDC and/or the City including, but not limited to, costs for outside legal counsel, if any, studies, and outside consultants.
- 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.

- Upon review of the Site File, Respondents, and their representatives and agents and consultants, shall treat their proposals and all information obtained from the Site File or otherwise obtained from NYCEDC or the City in connection with this RFP (the “Confidential Information”) confidentially, and shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to the press or other media, without NYCEDC’s prior written approval. In addition, upon submission of a proposal to this RFP, Respondents, and their representatives and agents and consultants shall not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Respondents or any other person, firm or entity, including press or other media, without NYCEDC’s prior written approval. If either provision is breached by a Respondent, NYCEDC may disqualify that respondent from the RFP as non-compliant and seek any other remedy available at law or in equity, including but not limited to injunctive relief and/or damages.
- All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any respondent, will be within the sole discretion of NYCEDC and the City.
- NYCEDC and the City are dedicated to furthering the participation of minority and women-owned businesses. All respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the DSBS as being women-owned or minority-owned. Businesses that have been certified as being women- or minority-owned by the Port Authority of New York and New Jersey may be eligible to receive expedited certification from DSBS after completing the DSBS “Expedited Certification Affidavit”, which may be obtained by calling DSBS at (212) 513-6311.
- The City and NYCEDC reserve the right to contribute funds to development projects and/or permit the Operator to apply for discretionary tax abatements in order to further Project or effectuate policy goals regardless of the requirements of Respondent’s submissions.

Appendix 10: NYCEDC Statement of Agreement

(On company letterhead)

Date:

New York City Economic Development Corporation
One Liberty Plaza
New York, NY 10006

Maryann Catalano, Chief Contracting Officer

Dear Ms. Catalano:

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

Sincerely,

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

Appendix 11: Doing Business Data Form

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

To determine if Doing Business Accountability has received a LL 34 certification for your entity and to obtain a report of the officers, owners, and managers currently in the Doing Business Database for your entity, please contact Doing Business Accountability at 212-298-0600 or at doingbusiness@mocs.nyc.gov.

[Doing Business Form](#)

[Q&A General](#)

Appendix 12: Proposed Term Sheet

This non-binding term sheet (the “Term Sheet”) summarizes the principal terms with respect to Operating the Heliport, located at Pier 6 in the borough of Manhattan.

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 herein provided. **Responses will not be considered if this Term Sheet is not filled out.**

This Term Sheet is intended solely as a basis of further non-exclusive evaluation of the respondent’s proposal and 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 Respondents. The terms set forth herein should not be construed as including all of the material terms and conditions to be set forth in the formalized concession agreement between the City and with the selected respondent.

General Terms

Site: The Downtown Manhattan Heliport, located at Pier 6 in the Borough of Manhattan

Operator: Respondent

Administrator: New York City Economic Development Corporation (NYCEDC)

Term: The initial term will be a minimum of five (5) years. The concession agreement may be terminated by NYCEDC upon not less than twenty- eight days’ prior notice to the Operator for any reason, and NYCEDC and/or the City shall have no liability to the Operator by virtue of such termination.

Extension

Options: 1. Provided the Operator is not in default under the concession agreement and has completed installation of infrastructure for eVTOL aircraft and last-mile marine micro-distribution requirements which are operational to the reasonable satisfaction of NYCEDC, the NYCEDC and/or the City shall renew this concession agreement for one five (5)-year period.

2. Provided the Operator is not in default under the concession agreement, the NYCEDC and/or the City shall have, at its sole discretion, the option to renew this concession agreement for two (2) five (5)-year periods.

Duties and Obligations

Of Operator: The Operator must obtain and maintain any and all necessary approvals, permits, and licenses for the construction and lawful operation of this concession, and bear all costs in connection with such approvals and in connection with any environmental review(s) including but not limited to the reimbursement to NYCEDC of the cost of the Environmental Assessment Statement conducted to determine feasibility of the secondary freight use at the Site totaling approximately \$129,000. All documents required to be filed

with FAA and the Coast Guard must also be filed with NYCEDC; the Operator must operate and maintain JRB as a concession for the use and enjoyment of the general public; the Operator must maintain and operate JRB at FAA standards, as such standards may change from time to time, including crash fire and rescue operations and security measures.

The Operator will be responsible for compliance with all federal, state and City laws, ordinances and regulations pertaining to the Heliport and the maintenance and operation of JRB, including the streets and sidewalks therein, including, without limitation, laws relating to sanitation, fire code, environmental quality, equal opportunity employment and federal, state and City tax and withholding laws. The Operator will pay all applicable taxes assessed with respect to the maintenance and operation of the Heliport, including, if applicable, Commercial Rent Tax but excluding real estate taxes. Gross receipts shall exclude the amount of any federal, state or City taxes which are paid by the Operator against its sales.

Maintenance: Operator will be responsible at its own cost for all maintenance and repair of the surface of the Heliport. Maintenance and repair will be accounted for in the operating expenses.

Utilities: All utilities will be directly maintained by the Operator. Operator shall install and maintain all utilities and pay all associated costs and utility bills at its sole cost and expense. Utilities will be accounted for in the operating expenses.

Insurance: Subject to change upon negotiations with final respondent, marine insurance limits shall be included in the final agreement. Operator shall carry and maintain insurance coverage in the types and amounts as required by the Administrator including but not limited to those coverages listed in Appendix 6, at its sole cost and expense, at all times during the term of the concession agreement. Insurance coverage shall include, but shall not be limited to:

<u>Type</u>	<u>Amount</u>
Worker's Compensation	Statutory limits
New York State Disability	Statutory Limits
Employer's Liability	\$1,000,000
Auto Liability	\$2,000,000 combined single limit
General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate on a per location basis
Umbrella Liability	\$50,000,000 per occurrence / aggregate
Hull / Protection and Indemnity	Replacement value / \$1,000,000 per occurrence
Pollution Legal Liability (fuel tank)	\$10,000,000 per occurrence

Marine Protection/General Liability including Pollution Liability

\$5,000,000 per occurrence / \$10,000,000 aggregate

Budget and Reporting

Requirements: Operator shall submit as a detailed pro forma budget, as formatted below, setting forth its projected monthly income from operations and operating expenses at the Heliport. The “final” budget (“Budget”) of the Operator shall be subject to review, approval and modification from time to time by NYCEDC. The Operator will be required to submit regular reports of gross receipts from all categories of income and appropriate documentation to support such gross receipts. The budget period shall be for twelve months with May being the first month. Budgets for the upcoming budget year will be due on January of the current budget year. The Operator must also submit its hourly rates and service fees for the upcoming budget year. The Operator must submit as an attachment financial statements to NYCEDC providing, on a monthly and year-to-date basis (based on a May 1 to April 30 fiscal year), the income from and expenses actually incurred at the Heliport and the variance from the Budget, with an explanation of all relevant operational data, including, without limitation: non aeronautical revenue including but not limited to marine freight related revenue and revenue derived from any third-party agreements.

	Months	Annual Total
Operating Revenues		
Commercial Charter Flights		
Commercial Tour Flights		
Media Flights		
Government Flights		
Maritime		
Filming		
Advertising		
Total Income		
Cost of Goods Sold		
NY State Sales Taxes (on fuel sold)		
Fuel COGS		
Total Fuel Sales & State Taxes (prepaid)		
Total COGS		
Adjusted Gross Income (AGI)		
Cost of Operations		
Payroll & Benefits		
Insurance Utilities - Electric		
Utilities - Water & Sewer		
Utilities - Heating & Gas		
Miscellaneous Administrative (Computer Expense, etc.)		

Licenses and Permits
Repairs and Maintenance
Lease or Purchase of Equipment
Snow and Ice Removal
Security Expense
Telephone Expense
Credit Card Fees
Marketing Website
Development and Maintenance
Collateral Material and Marketing Support
Professional Fees
Legal Consultants

Total Expenses

Minimum Annual Guaranty (MAG)
Payment to EDC
Capital Investment
Debt Service
Net Cash Flow

Compensation: Revenues minus fees paid to NYCEDC. For the avoidance of any doubt, Operator shall be responsible for all costs listed in the RFP which will be outlined in greater detail in the concession agreement.

Payments
To NYCEDC: Respondent should propose a competitive fee structure for each year over the term, including renewal options, comprised of a minimum annual guaranty plus a percentage of gross receipts above the minimum annual guaranty based on the parameters set forth in the Fee Offer section of the RFP:

Capital
Improvements
Plan: Respondent should propose scope and cost for any capital improvements, including but not limited to eVTOL and the Marine Highway Program infrastructure improvements

M/WBE Program
Plan:

NYCEDC has adopted an M/WBE program to promote meaningful participation by minority-owned business enterprises (“MBEs”) and women-owned business enterprises (“WBEs”, together with “MBEs” collectively referred to as “M/WBEs”) in NYCEDC-related projects. Respondents are advised that M/WBE goals may apply to their project, depending on the development goals and program outlined in their proposals. M/WBEs are certified by the Department of Small Business Services (“DSBS”) in accordance with Section 1304 of the City Charter.

Subject to
Amended
and Restated
Maritime
Contract:

The Heliport is owned by the City. NYCEDC manages the Site on behalf of the City pursuant to that certain Amended and Restated Maritime Contract dated as of June 30, 2022, as amended from time to time (the “Maritime Contract”). The concession agreement is subject and subordinate to the Amended Restated Maritime Contract. The Operator shall comply with the Maritime Contract with respect to JRB, as applicable. The concession agreement may be assigned by NYCEDC without consent, at NYCEDC’s sole discretion to the City of New York, an affiliate of NYCEDC, or other entity of a similar nature to NYCEDC.

Appendix 13: RFP Checklist

Each proposal must include the required documents as outlined in the “Proposal Submission Requirements” subsection and is strongly encouraged to include the support documents outlined in the “Proposal Content Guidelines” subsection. Each submitted copy of the proposal should use this checklist as a guide to organize and tab sections in the submitted proposal as outlined below.

Proposal Submission Requirements

- General
 - Executive Summary
 - Contact Information
- Fee Offer
 - Competitive fee offer which effectively reduces flights while maintaining a competitive return to the City through other uses, including marine freight and other activities including but not limited to community-driven activities
- Operating Experience
 - Resumes and Professional Qualifications
 - Safety Records
 - References
 - Business with the City and/or NYCEDC
- Planned Operations
 - Day-to-day Operations Plan
 - Plans or Explanations Addressing Noise Mitigation and Flight Tracking Workforce development program
 - Non-aeronautical Uses
 - Marine Freight Plan
 - Customer Satisfaction Plan
 - Staffing Plan
 - Environmental Considerations
 - Additional Support Documents Related to Operations
 - 10-Year Pro-forma (in excel format)

- Capital Investment and Design, including the plans to
 - Short-term Plan
 - Long-term Plan
- Financial Capability
 - Financial Statements
 - Balance Sheets
- Business Tax Returns
- NYCEDC Statement of Agreement – Appendix 5
- Doing Business Data Form – Appendix 6 (should be included in a separate envelope)