

To All Respondents:

- 1. All requirements of the original RFP shall remain in full force and effect, except as set forth in this Addendum and any other previously issued Addenda.**
- 2. MOCS logo is hereby removed from the cover page.**
- 3. The Table of Contents of the RFP is hereby deleted and replaced with the Table of Contents attached hereto as Exhibit 1.**
- 4. The “Goals” section on p. 1 is hereby deleted and replaced with the following:**

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 Federal Aviation Administration (“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 and programs. The Operator will be required to complete buildout and activation of the necessary eVTOL supporting infrastructure, including but not limited to utility upgrade(s), no later than the earlier of twelve (12) months following FAA certification and the fifth (5th) anniversary of the effective date of the concession agreement. Further, the Operator will be required to initiate construction of the marine freight infrastructure within six (6) months following design completion and receipt of necessary approvals. Construction completion and active operations must be in place, at the latest, within the first five (5) years of the concession agreement. 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 FAA and the U.S. Maritime Administration (“MARAD”) with respect to operations.

5. The following sentence is added to first paragraph of the “Aeronautical Operations” section on p. 6 of the RFP:

Additional hours for non-helicopter uses may be permissible pursuant to NYCEDC approval.

6. The first sentence of the last paragraph in the “Maritime Uses” section of the RFP on p. 8 is hereby deleted.

7. The first sentence of the first paragraph of the “Capital Improvements, EVTOL” section on p. 10 of the RFP is hereby deleted and replaced with the following:

No later than the earlier of twelve (12) months following FAA certification and the fifth (5th) anniversary of the effective date of the concession agreement (“eVTOL Deadline”), Operator shall have completed, at its sole expense, installation of the necessary infrastructure, including but not limited to utility upgrade(s), to accommodate the landing and charging of, eVTOL aircraft.

8. The third sentence of the second paragraph of the “Capital Improvements Details” section on p. 11 is hereby deleted and replaced with the following:

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 (Appendix 8), HireNYC (Appendix 14), Prevailing Wage and Living Wage requirements.

9. The third sub-sub bullet of the “Planned Operations” section on p. 21 of the RFP is hereby deleted.

10. The 5-10 year “long term” plan reference in the first bullet of the “Proposed Capital Investment, Project Plans, M/WBE and Timelines” section on p. 22 of the RFP is hereby corrected to be 5-20 years.

11. Appendix 1, Figure 1: Site Location of the RFP is hereby deleted in its entirety and replaced with Exhibit 2.

12. Appendix 1, Figure 7: Transportation Map of the RFP is hereby deleted in its entirety and replaced with Exhibit 3.

13. Appendix 3: Approved Tour Flight Routes of the RFP is hereby deleted in its entirety and replaced with Exhibit 4.



14. Number 2 of “Extension Options” in the Appendix 12: Term Sheet of the RFP is hereby deleted and replaced with the following:

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) additional five (5)-year periods.

15. Appendix 13: RFP Checklist is hereby deleted in its entirety and replaced with Exhibit 5.

16. A new section Appendix 14: HireNYC is attached hereto as Exhibit 6 is hereby added to the RFP.

17. All capitalized terms set forth in this Addendum shall have the same meaning as set forth in the RFP being amended hereby.

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

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By: Maryann Catalano

Title: Chief Contracting Officer, Contracts

ACKNOWLEDGED AND AGREED:

Name of Proposer: _____

By: _____

Title: _____

Date: _____

EXHIBIT 1
Table of Contents

Table of Contents

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EXHIBIT 2
Appendix 1, Figure 1: Site Location

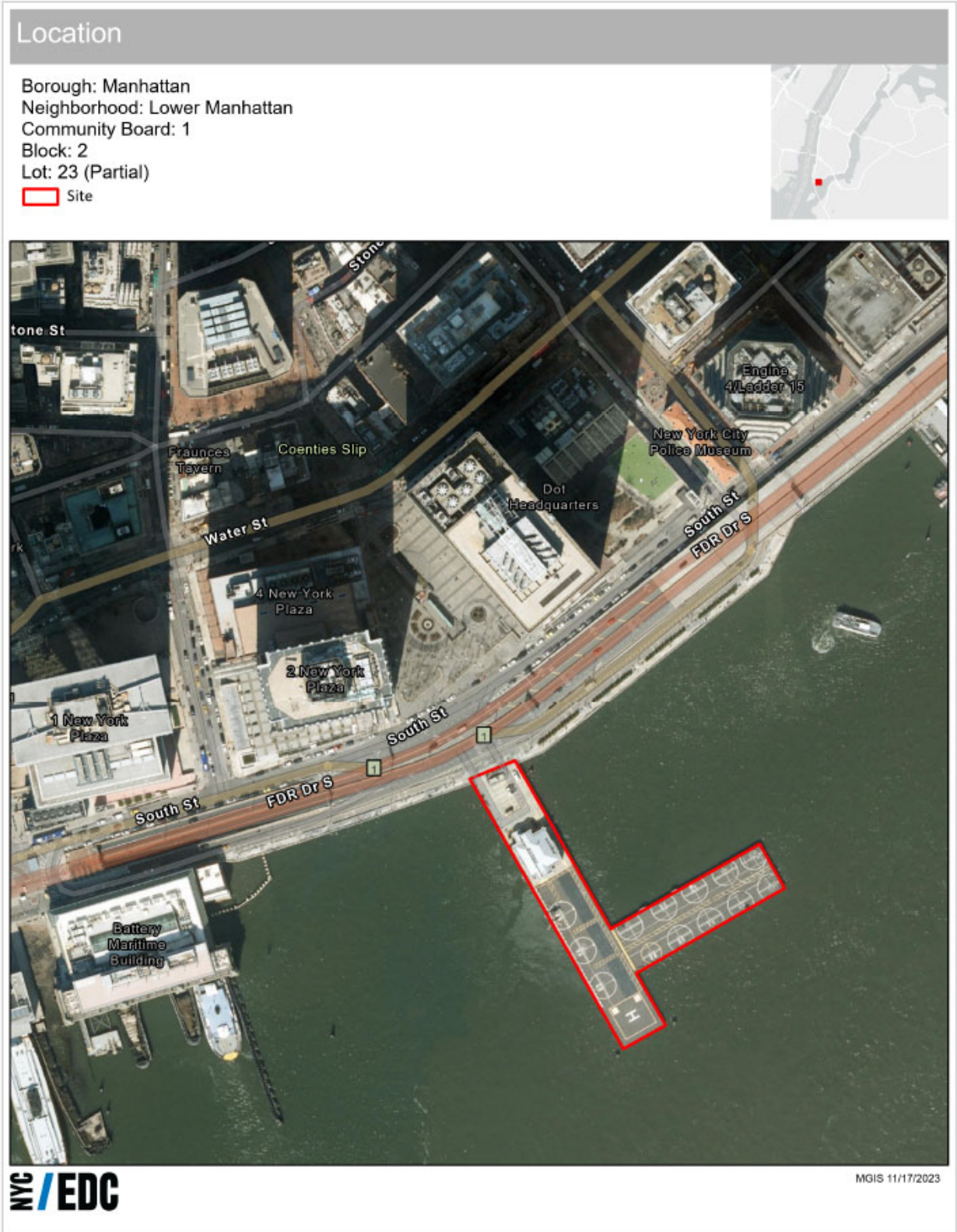
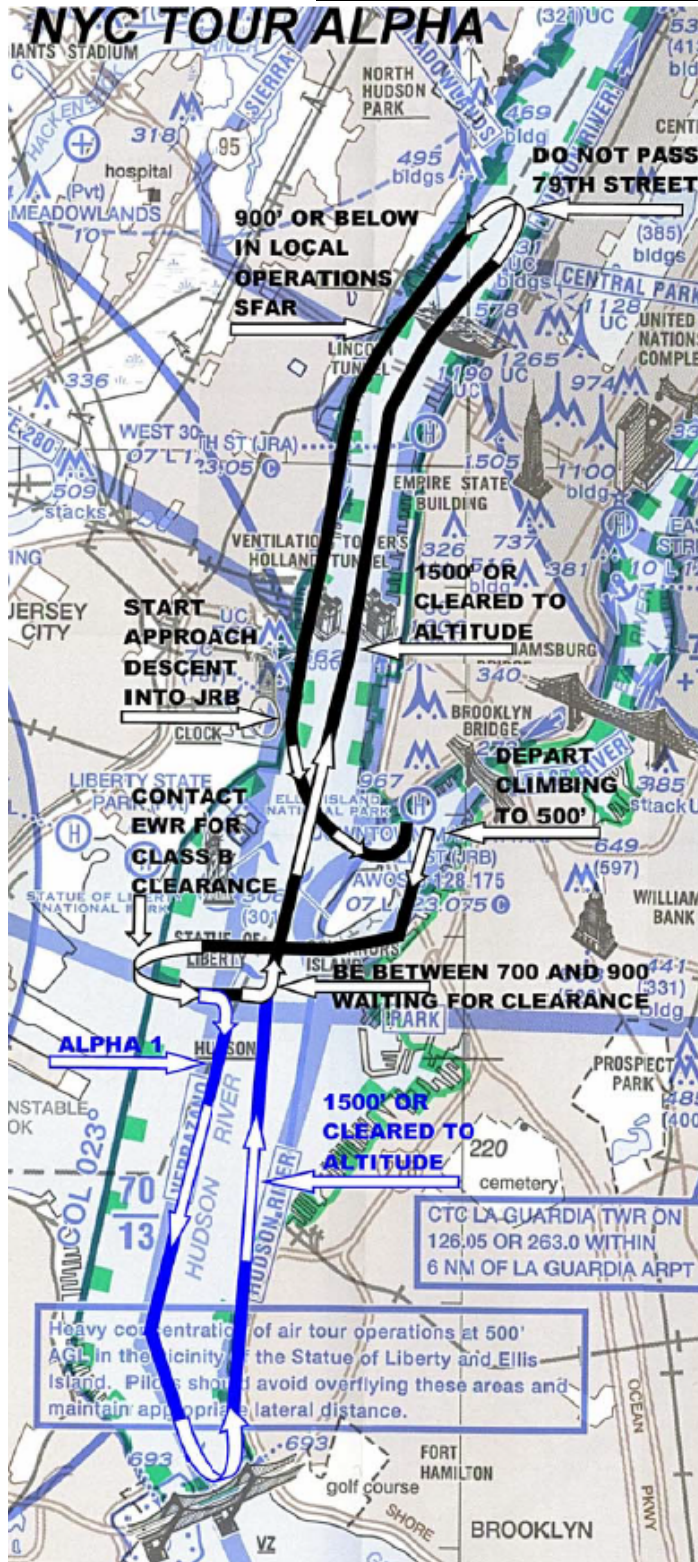


EXHIBIT 3
Appendix 1, Figure 7: Transportation Map



EXHIBIT 4 Appendix 3: Approved Tour Flight Routes



Depart JRB towards the cruise ship terminal climbing to 500'. **DO NOT OVERFLY THE CRUISE SHIP.** Stay mid-river over Buttermilk channel turning to the east tip of the southernmost pier on the east side of Governors island. Turn towards the south side of the statue keeping your 1000' standoff.

ALPHA:
Make a wide left hand climbing course reversal on the south side of the statue while contacting EWR Tower and request the "Hudson River Northbound at 1500'." STAY IN THE SFAR (LOCAL OPERATIONS) UNTIL YOU RECEIVE YOUR CLEARANCE.

Once handed off to LGA, request tour ALPHA

Left hand course reversal at the 79th street boat basin. Make sure the apex of your turn does not extend beyond 79th street. Check out with LGA and change to river frequency to make your call descending to 900' or below

You must be below 1300' abeam the south end of Central Park to stay out of EWR's Class B.

Continue at 900' or below to the Colgate Clock.

Make your call inbound to JRB and fly mid-river between Governors Island and the south tip of Manhattan as you make your approach.

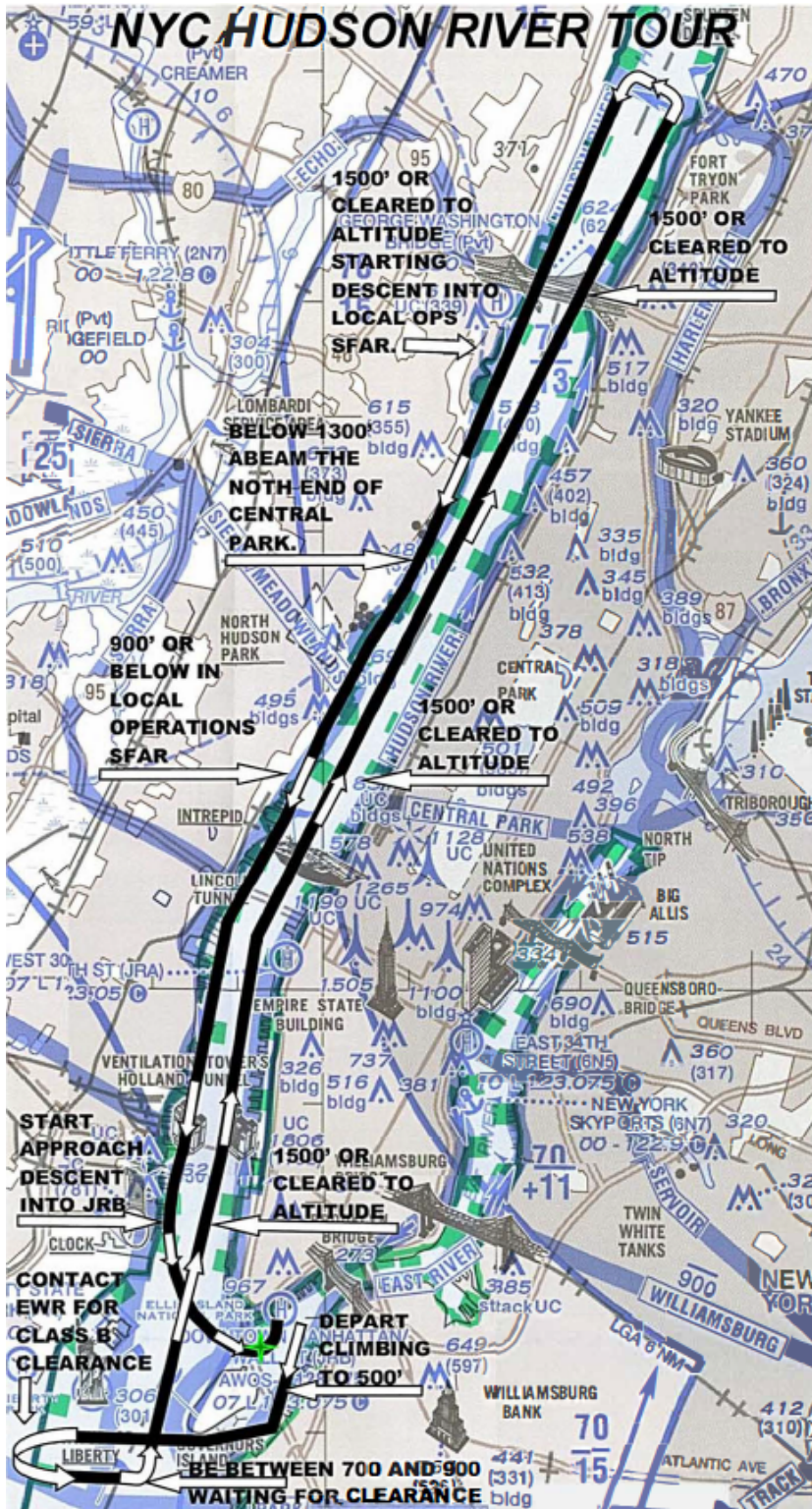
ALPHA 1:
Make a wide left hand climbing course reversal on the south side of the statue while contacting EWR Tower and request the "Hudson River Southbound at 1500'." STAY IN THE SFAR at 900' or below (LOCAL OPERATIONS) UNTIL YOU RECEIVE YOUR CLEARANCE. Come off the Statue on the South side to join the Verrazano route to the Verrazano Bridge.

Make a left hand course reversal on the north side of the Verrazano Bridge to rejoin the Hudson River Northbound at 1500'

Once handed off to LGA request Tour Alpha and follow the Alpha Route back to JRB.

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

All altitudes and or route segments can be modified to avoid any safety of flight issues.



Depart JRB towards the cruise ship terminal climbing to 500'.

DO NOT OVERFLY THE CRUISE SHIP.

Stay mid-river over Buttermilk channel turning to the east tip of the southernmost pier on the east side of Governors island. Turn towards the south side of the statue keeping your 1000' standoff.

Make a wide left hand climbing course reversal on the south side of the statue while contacting EWR Tower and request the "Hudson River Northbound at 1500'.

STAY IN THE SFRA (LOCAL OPERATIONS) UNTIL YOU RECEIVE YOUR CLEARANCE

Once handed off to LGA Tower request "The Hudson River Route"

Continue North Bound (Mid River) to Spuytin Duyvil at your cleared altitude and make a left hand turn on the New Jersey side of the river to go southbound.

Once past the GW Bridge, check out with LGA at your cleared altitude, change to the river frequency and make your call descending into the SFRA.

SFRA LOCAL OPERATIONS 900' OR BELOW.

You must be below 1300' abeam the north side of Central Park to be clear of EWR's Class B airspace.

At the clock make your call inbound to JRB and fly an arc towards the green buoy between the south tip of Manhattan and Governors Island for your approach.

If EWR and or LGA will not clear you to 1500', all tours must be conducted in the SFRA at 900' or below.

If ceilings are below 1500' all tours will be flown in the Local Operations SFRA at 900' or below.

REMEMBER YOUR CLOUD CLEARANCE REQUIREMENTS.

All altitudes and or routes segments can be modified to avoid any safety of flight issue.

EXHIBIT 5
Appendix 13: RFP Checklist

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 as outlined in the Fee Offer section of the RFP which effectively reduces flights while maintaining a competitive return to the City through other uses, including maritime 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, Flight Tracking, and Workforce development programs
 - Non-aeronautical Uses
 - Maritime Freight Plan
 - Customer Satisfaction Plan
 - Staffing Plan



- Environmental Considerations
- Additional Support Documents Related to Operations
- Pro-forma (in excel format)
- Capital Investment and Design
 - Short-term Plan
 - Long-term Plan
 - M/WBE Participation Proposal
- Financial Capability
 - Financial Statements
- Business Tax Returns
- NYCEDC Statement of Agreement – Appendix 5
- Doing Business Data Form – Appendix 6 (should be included in a separate envelope)

EXHIBIT 6
Appendix 14: HireNYC

HireNYC

NYCEDC created HireNYC to connect the City's workforce to real estate developers and businesses undertaking economic development projects across the city. Further details about the HireNYC Construction Program and HireNYC Permanent Program are set forth below.

Respondents for projects producing ten (10) or more permanent jobs over the life of the Project must include in their Proposal a HireNYC Permanent program plan addressing how the Respondent will seek to achieve the goals and perform the requirements of NYCEDC's HireNYC Permanent Program.

The HireNYC Program may be revised by NYCEDC with such reasonable modifications as NYCEDC may from time to time adopt. Notice of such modifications shall be given in such manner as NYCEDC may elect.

HIRENYC CONSTRUCTION PROGRAM

The HireNYC Construction Program requires the Developer to enroll with the City's HireNYC portal found within DSBS's website, to report all new and replacement entry to mid-level job opportunities arising from construction activity related to the Project, that are located in the City, and to interview qualified candidates from the HireNYC Construction Program for those opportunities.

The HireNYC Construction Program applies to all contracts related to Construction Activities (as defined below) for goods, services, and construction with a value of \$1 million or more. With respect to this program, "Construction Activities" are any endeavors, actions and processes undertaken in furtherance of the Project (i) to improve, alter, build or demolish real estate at the Site; (ii) as a prerequisite to improve, alter, build, or demolish real estate at the Site; or (iii) to facilitate, monitor or supervise the improvement, alteration, building or demolition of real estate at the Site.

The requirements of the HireNYC Construction Program do not limit the Developer's ability to assess the qualifications of prospective workers or to make final hiring and retention decisions. The HireNYC Construction Program will apply to the Developer and its successors and assigns and will be incorporated into the lease. Consistent with these obligations, the Developer will also incorporate the requirements of the HireNYC Construction Program into all contracts related to Construction Activities for goods, services and construction with a value of \$1 million or more between the Developer and any contractor and will require its contractors to include the requirements in their subcontracts with a value of \$1 million or more.

The Developer will participate in the HireNYC Construction Program from the time it enters

into its initial contract for Construction Activities until the end of the Construction Activities. After or near the end of the Construction Activities, certain Developers will transition into the HireNYC program for permanent positions (“Permanent Program”), which is described below.

The HireNYC Program may be revised by NYCEDC with such reasonable modifications as NYCEDC may from time to time adopt. Notice of such modifications shall be given in such manner as EDC may elect.

I. HireNYC Construction Program Requirements

a. Enrollment. The Developer must enroll in the program through the HireNYC portal (http://www.nyc.gov/html/sbs/wf1/html/contact/targeted_hiring.shtml) within 20 business days of full execution of the lease. The Developer will provide information about its project, designate a primary contact and state whether it intends to hire for any entry to mid-level job opportunities arising from Construction Activities related to the lease that are located in the City, and, if so, the approximate start date of the first hire. For the purposes of the HireNYC Construction Program “entry to mid-level job opportunities” are employment opportunities that require, as determined by the New York State Department of Labor, any of the following minimum levels of education: less than a high school diploma, a high school diploma or equivalent, post-secondary non-degree award, some college, no degree or an associate’s degree.

b. Job Recruitment Requirements.

i. The Developer must update the HireNYC portal with:

1. All new and replacement entry to mid-level job opportunities arising from Construction Activities related to the lease or any contract of sale agreement, as applicable, that are located in the City, if any,
2. the requirements of the jobs to be filled,
3. the number of positions,
4. the anticipated schedule of initiating the hiring process for these positions, and
5. the contact information for the Developer’s representative charged with overseeing hiring.

ii. The Developer must provide this information for such an entry or mid-level job opportunity no fewer than 30 business days prior to the intended first day of employment for the applicable entry or mid-level position (although the Developer is encouraged to provide that information as early as practicable). With respect to such an available entry or mid-level position, the period beginning on the date that the Developer provides that information and ending on the date 15 business days later will be known as the “Recruitment Period.” During the Recruitment Period for an

entry or mid-level position, the Developer must exclusively consider candidates provided by DSBS; provided that, after the tenth business day of that Recruitment Period, DSBS will not send any additional candidates for the applicable position to the Developer for exclusive consideration.

iii. At the request of DSBS, the Developer will also be required to provide information on the Developer's construction schedule for project milestones, deadlines or delivery dates and expected new hiring required, which information may be used by DSBS to create a tailored recruitment plan.

iv. DSBS will screen applicants based on the Developer's employment requirements and refer applicants whom DSBS believes are qualified to the Developer for interviews. The Developer must interview referred applicants whom it believes are qualified for the available position.

v. After completing an interview of a candidate referred through the HireNYC Construction Program, the Developer must provide feedback through the portal within 20 business days to indicate whether the candidate was hired. If a candidate is not interviewed, the Developer must provide information on why such candidate was not qualified for consideration within 20 business days of the candidate's referral. In addition, the Developer must provide the start date of new hires, and additional information reasonably requested by DSBS about such hires, within 20 business days after the start date.

vi. This Section I(b) shall not apply to positions that the Developer intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York (the "Building Service Code"). The Developer shall not be required to report such openings through the HireNYC portal. However, the Developer shall enroll through the HireNYC portal pursuant to Section I(a), above, and, if additional positions that are not governed by the Building Service Code subsequently become open, the provisions of this Section I(b) will apply.

c. Reporting Requirements. In the event the Developer does not have any job openings covered by the HireNYC Construction Program in any given year, the Developer must provide an annual update through the HireNYC portal to that effect. For this purpose, the reporting year will run from the date of the full execution of the lease or contract of sale agreement, as applicable, and each anniversary date, until the end of the Project's Construction Activities.

II. Construction Requirements.

a. The Developer's construction contractors or consultants must comply with the HireNYC Construction Program requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the Construction Activities and located in the City) and for all nonunion trade jobs as set forth above.

b. In addition, the Developer's construction contractors or consultants shall reasonably cooperate with DSBS and the NYCEDC on specific outreach events,



including Hire on the Spot events, for the hiring of trades workers for the work of this project.

III. Breach and Liquidated Damages.

a. If the Developer or its contractors or their subcontractors fail to comply with the terms of the HireNYC Construction Program (1) by not enrolling its business through the HireNYC portal; (2) by not informing DSBS through the HireNYC portal, as required, of open positions; or (3) by failing to interview a qualified candidate, NYCEDC may assess liquidated damages in the amount of \$2,500 per breach. For all other events of noncompliance with the terms of the HireNYC Construction Program, NYCEDC may assess liquidated damages in the amount of \$500 per breach.

b. The failure of the Developer or its contractors or their subcontractors to interview a qualified candidate will be determined by NYCEDC in its sole discretion based on factors such as, and without limitation, the information provided through the HireNYC portal, the recruitment plan, if any, and an assessment of whether the Developer or its contractors or their subcontractors acted in good faith with respect to a referred candidate. If no reason is provided for failing to interview a referred candidate or if only insufficient information is provided within 20 business days of a candidate's referral, then such candidate will be deemed to be qualified. Regardless as to the number of candidates that a Developer may fail to interview for a particular job opening, no more than five candidates will be used to calculate the total amount of liquidated damages attributable to that job opening.

In the event the Developer or its contractors or their subcontractors breaches the requirements of the HireNYC Construction Program during the term of the lease, NYCEDC may hold the Developer in default.

HIRENYC PERMANENT PROGRAM

Participation in the HireNYC Permanent program requires the Developer to use good faith efforts to achieve the hiring and workforce development goals and to comply with program requirements. Participation in NYCEDC's HireNYC Permanent Program applies to projects producing ten (10) or more permanent jobs over the life project.

NYCEDC recognizes the importance of creating employment opportunities for low-income persons, enabling them to participate in the City's economic growth. To this end, NYCEDC has developed the HireNYC Permanent Program for all land sales and leases expected to produce ten (10) or more permanent jobs over the life of the project. Participation in this program requires the successful Respondent to use good faith efforts to achieve the hiring and workforce development goals and perform the requirements of NYCEDC's HireNYC Permanent Program.

Each Respondent for projects expected to produce ten (10) or more permanent jobs over the life of the project must submit within its response a HireNYC Permanent Program plan ("Respondent's HireNYC Permanent Program") addressing how Respondent will seek to achieve the goals and other requirements set forth below and describing its experience, if any, conducting similar hiring and workforce development programs or undertaking other efforts to create employment opportunities for low-income persons. Please see the HireNYC Permanent Program Plan Template at the end of this Appendix for assistance in preparing Respondent's HireNYC Permanent Program.

Respondent's HireNYC Permanent Program must include all programmatic details listed below, including collaboration with a designated workforce development partner by NYCEDC in a notice to Respondent ("Designated Partner"). The Designated Partner will assist Respondent in implementing their HireNYC Permanent Program including the screening of candidates from the target population ("Target Population") defined as persons who have an income that is below two hundred percent (200%) of the poverty measure as determined by the Mayor's Office for Economic Opportunity.¹

Respondent's HireNYC Permanent Program will be in effect for a period of the earlier of (i) eight (8) years from the [Operations Commencement Date OR Commencement Date]² or (ii) the termination of the Agreement ("HireNYC Program Term"). For any subtenants or sublessees, the Hire NYC Program Term will be in effect for a period of the earlier of (i) eight (8) years from the commencement of business operations at the Facility or (ii) the expiration of the HireNYC Program Term for the Lessee.

¹ A description of the income level meeting this threshold for each household size is available at https://www.nyc.gov/assets/opportunity/pdf/NYCGovPoverty2023_2020DATA_Digital_Final_d3.pdf

² For projects that will not begin operations until construction completion, the "Operations Commencement Date" should be used, which is synonymous with the date the Lessee certifies project completion. For projects where operations begin at closing, "Commencement Date" should be used, which is synonymous with the date the project closes.



The HireNYC Program may be revised by NYCEDC with such reasonable modifications as NYCEDC may from time to time adopt. Notice of such modifications shall be given in such manner as NYCEDC may elect.

Respondent's HireNYC Permanent Program will apply to Respondent, its successors and assigns, and to all tenants (which term also includes subtenants) at the project location during the HireNYC Permanent Program Term.

1. Goals. Respondent's HireNYC Permanent Program must include, at a minimum, the following hiring and workforce development goals or, at each Respondent's discretion, higher goals (collectively, the "Goals"):

- Hiring Goal: Fifty percent (50%) of all new permanent jobs created in connection with the project (including jobs created by tenants, but excluding jobs relocated from other sites) will be filled by members of the Target Population referred by the Designated Partner for a period beginning, for each employer, at commencement of business operations and continuing through the end of the HireNYC Permanent Program Term. Notwithstanding the foregoing, the Hiring Goal shall only apply to hiring on occasions when Respondent is hiring for five (5) or more permanent jobs.

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

- Advancement Goal: Thirty percent (30%) of all employees whose hiring satisfied the Hiring Goal will be promoted to a higher paid position within one (1) year of date of hire.

- Training Goal: Cooperation with NYCEDC and the Designated Partner to provide skills-training or higher education opportunities to members of the Target Population.

2. Program Requirements. Respondent's HireNYC Permanent Program must also include all of the following requirements:

- Designation of a workforce development liaison by Respondent to interact with NYCEDC and the Designated Partner during the course of Respondent's HireNYC Permanent Program.

- Commitment by Respondent to do the following:

- use good faith efforts to achieve the Goals.
- notify NYCEDC six (6) months prior to the commencing of any business operations; including that of any tenants, subtenants, or sublessees
- with respect to initial hiring for any new permanent jobs associated with the latter of (a) the commencement of business operations at the Facility or (b) the Commencement Date.

(i) provide NYCEDC and the Designated Partner with the approximate number and type of jobs that will become available, and for each job type a description of the basic job qualifications, at least three (3) months before commencing hiring; and

(ii) consider only applicants referred by the Designated Partner for the first ten (10) business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first;

- with respect to ongoing hiring on occasions when hiring for eight (8) or more permanent jobs:

(i) provide NYCEDC and the Designated Partner with the approximate number and type of jobs that will become available, and for each job type a description of the basic job qualifications, at least one (1) month before commencing hiring or as soon as information is available, but in all cases not later than one (1) week before commencing hiring; and

(ii) consider only applicants referred by the Designated Partner for the first five business days, until the Hiring Goal is achieved or until all open positions are filled, whichever occurs first.

- notify NYCEDC thirty (30) days prior to execution of any tenant or subtenant lease at the project location;
- provide NYCEDC with one (1) electronic copy of all tenant and subtenant leases at the project location within fifteen (15) days of execution;
- submit to NYCEDC an annual HireNYC Employment Report in the form provided by NYCEDC including providing information for any candidates referred by NYCEDC or the Designated Partner.
- cooperate with annual Site visits and, if requested by NYCEDC, employee satisfaction surveys relating to employee experience with Respondent's HireNYC Permanent Program;
- provide information related to Respondent's HireNYC Permanent Program and the hiring process to NYCEDC upon request; and
- allow information collected by NYCEDC and the Designated Partner to be included in public communications, including press releases and other media events.

3. General Requirements. The following general requirements also must be included in Respondent's HireNYC Permanent Program:

- Respondent's HireNYC Permanent Program must provide that it applies to Respondent, its successors and assigns, and to all tenants and subtenants at the

project location during the HireNYC Permanent Program Term. Respondent is required to incorporate the terms of its HireNYC Permanent Program into all tenant and subtenant leases obligating tenants and subtenants to comply with the Goals and other requirements in Respondent's HireNYC Permanent Program to the same extent as Respondent is required to comply with such Goals and other requirements for the duration of the HireNYC Program Term.

- Enforcement. In the event NYCEDC determines that Respondent, its tenants or subtenants, have violated any of Respondent's HireNYC Permanent Program requirements, including, without limitation, a determination that Respondent, its tenants or subtenants, have failed to use good faith efforts to fulfill the Goals, NYCEDC may (1) assess liquidated damages set forth immediately below; and/or (2) assert any other right or remedy it has under the project agreement to which Respondent's HireNYC Permanent Program applies.

- Liquidated Damages. If Respondent, its tenants or subtenants, do any of the following:

(i) fail to comply with their obligations set forth in Section II(2) clauses (a)(with respect to the Hiring Goal), (c), and/or (d), and as a result the Designated Partner was unable to refer applicants or participate in the hiring process as required by the program ; or (ii) fail to comply with their obligations set forth in Section II(2) clauses (f), (g), (h), (i), and/or (j) and such failure shall continue for a period of thirty (30) days after receipt of notice from NYCEDC, then, in the case of clause (i), NYCEDC may assess liquidated damages in the amount of \$2,500 for each position for which the Designated Partner was unable to refer applicants or otherwise participate in hiring as required by the program; and in the case of clause (ii), NYCEDC may assess damages for breach of each requirement in the amount of \$1,000. In view of the difficulty of accurately ascertaining the loss which NYCEDC will suffer by reason of Respondent's failure to comply with program requirements, the foregoing amounts are hereby fixed and agreed as the liquidated damages that NYCEDC will suffer by reason of such failure, and not as a penalty. Respondent shall be liable for and shall pay to NYCEDC all damages assessed against Respondent, any tenant or subtenant at the project upon receipt of demand from NYCEDC.

4. Project Agreement. The successful Respondent's HireNYC Permanent Program will be incorporated into the project agreement to be entered into with the successful Respondent.

HireNYC Permanent Program Plan Template

Permanent Program. All hiring and workforce development goals and Program requirements, as set forth below and further described on the previous pages of the HireNYC Permanent Program Appendix, must be set forth in full in each Respondent's HireNYC Permanent Program.

Respondent's HireNYC Permanent Program Plan

Project Name:

Respondent Name:

Date:

1. Program Goals

- a. Set forth in full the hiring and workforce development goals for your operations or, at Respondent's discretion, higher goals (collectively, the "Goals) as outlined HireNYC Permanent Program, Section 1 Goals.
- b. Include the Hiring Goal, Retention Goal, Advancement Goal and Training Goal.

2. Program Requirements

- a. Set forth in full all HireNYC Permanent Program requirements as outlined in HireNYC Permanent Program, Section 2 Program Requirements.
- b. Set forth in full the requirements in HireNYC Permanent Program, Section 3 General Requirements

3. Program Implementation

- a. Discuss how you intend to work with tenants and subtenants at the project location to implement your HireNYC Permanent Program.
- b. Discuss how your workforce development liaison will promote and track workforce development efforts, including the completion of HireNYC reporting forms.

- c. Discuss how you will facilitate targeted hiring such as a) arranging meetings at which NYCEDC and the Designated Partner staff can discuss the HireNYC Permanent Program and b) assist with information sharing, including results from hiring efforts and providing resources for hiring activities.
- d. Discuss how you will support connections to education and/or training either in partnership with NYCEDC and the Designated Partner or through relationships with other accredited training providers.
- e. Discuss any additional elements that you will include in your HireNYC Permanent Program.

4. Additional Information

a. New Jobs and Skill Level

- i. Number of projected permanent jobs at the project location (including projected jobs of tenants and subtenants)
- ii. Number and type of projected skilled/semi-skilled permanent jobs at the project location (including projected jobs of tenants and subtenants).
- iii. Number and type of projected unskilled permanent jobs at the project location (including projected jobs of tenants and subtenants)

b. Training and Certifications

- i. Training required for skilled/semi-skilled permanent jobs

c. Workforce Development Liaison

- i. Contact name, number and e-mail address

Job Type Examples:

Skilled/Semi-skilled: Any job or labor that requires special training or education attainment (i.e., certifications, higher education degree) for its satisfactory performance. Examples include Commercial Vehicle Operators, Bookkeepers, Accountants, and Supervisors/Managers.

Unskilled: Any job or labor that requires relatively little or no training or experience for its satisfactory performance. Examples include Warehouse Clerks, Office Clerks, Laborers, Packers, Assemblers, Cashiers, and Customer Service Representatives.