

BETHANY BAPTIST CHURCH

REQUEST FOR PROPOSALS FOR CO-DEVELOPER OF 2901 FREDERICK DOUGLAS BOULEVARD

Issue Date: January 11, 2023

Information Session January 19, 2023, at 1 P.M. EST via Zoom
<https://lisc-org.zoom.us/j/84703066352>

Questions Due Date: January 30, 2023, at 3 P.M. EST through
www.lisc.org

Submission Due Date and Time: February 13, 2023
3 P.M. EST

Submit Response To: <https://lisc.tfaforms.net/859>

SUBMITTED BY:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone:	
Email:	

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Request for Proposals
Co-Developer for the Bethany Baptist Church
2901 Frederick Douglass Boulevard Project
RFP#

The purpose of this Request for Proposals (RFP) is to acquire services from a Co-Developer to be the development partner with Bethany Baptist Church (BBC) to redevelop a site currently owned by an affiliate of BBC, Bethany Baptist II HDFC (HDFC), located at 2901 Frederick Douglass Boulevard, New York, New York (Project or Site). LISC NY selected the BBC to participate in the 2022 cohort of the New York Land Opportunity Program (NYLOP). Note that mortgages and regulatory agreements encumber the Site; therefore, the HDFC must be engaged to release the Site.

The Request for Proposals Package, comprised of the instructions and requirements governing this solicitation process, the scope of services to be performed, and other pertinent information, may be downloaded on the LISC NY's website at <https://www.lisc.org/nyc/what-we-do/affordable-housing/new-york-land-opportunity-program/>. In addition, all firms must provide an email address where all subsequent communications from BBC will be sent.

Respondents can submit their responses to the RFP by clicking on <https://lisc.tfaforms.net/859>, completing the application, and uploading the required exhibits. The application deadline is no later than 3:00 P.M. LOCAL TIME on February 13, 2023. Responses will be evaluated and scored based on the evaluation committee's criteria outlined in the RFP.

BBC reserves the right to reject all proposals and to waive any informality in the procurement process. BBC will not be liable for any claims, loss, damages, or respondent costs resulting from any part of this Request for Proposals process. This announcement complies with the requirements of applicable federal and local laws and regulations.

Monica Dean

LISC NY, Director of Housing
LISC New York | Local Initiatives Support Corporation

RFP SCHEDULE

The following RFP Schedule represents BBC's estimate of the timetable that will be followed in connection with this solicitation:

	DATE	TIME
Issue Date	Wednesday, January 11, 2023	N/A
Non-Mandatory Information Session	Thursday, January 19, 2023	1:00 P.M. Local Time via Zoom: https://lisc-org.zoom.us/j/84703066352
Deadline for Questions	Monday, January 30, 2023	3:00 P.M. LOCAL TIME Responses to these questions will be addressed in writing and issued as an addendum to this RFP. BBC will not respond to requests for information after the date stated.
Addendum (s) Issued (If applicable)	Monday, February 6, 2023	Posted on LISC NY Website
Response Due Date	Monday, February 13, 2023	3:00 P.M. LOCAL TIME Responses to the RFP will be accepted by 3:00 P.M., Local Time. NO EXCEPTIONS
Team Evaluation Period	Two Weeks	
Team Meeting	TBD	
Interview (if applicable)	TBD	

BBC reserves the right, at its sole discretion, to adjust this RFP Schedule as it deems necessary. If necessary, BBC will communicate adjustments to the RFP Schedule as an amendment to this RFP.

RFP Contact

The Point of Contact for this RFP is:
Mathew Matthias, Housing Program Officer
NYLOP@lisc.org

Communications

All procurement actions facilitated by BBC will be conducted openly, transparently, and competitively. BBC will consider each competitive transaction pricing, quality of work, reputation and referrals, and understanding of the solicited deliverables and requirements. BBC supports the solicitation of proposals from all markets with no geographical preferences and gives all qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with BBC as contractors and subcontractors.

To maintain a fair and impartial competitive process, BBC and any outside consultants assisting BBC with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. Accordingly, from the issue date of this RFP until the final award is announced, Respondents are not allowed to communicate about this RFP for any reason with any BBC staff or outside consultants assisting BBC with this solicitation except:

- Through the RFP Point of Contact named below,
- As otherwise specified in this RFP or
- As provided by existing work agreement(s) (if any)

Prohibited communications include all contact, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. BBC reserves the right to reject the proposal of any Respondent violating this provision.

PART I – INTRODUCTION

OVERVIEW OF NYLOP

LISC NY has partnered with Mission-Driven Organizations (MDOs) and Faith-Based Organizations (FBOs) to promote community and economic development for many years. MDOs and FBOs often provide much-needed services to their communities. These services include housing, feeding those in need, helping individuals find stable family-sustaining employment, building up businesses to create jobs, providing wrap-around mental health services, and improving community safety to help stabilize neighborhoods.

MDOs and FBOs have several vital resources that contribute to these goals, including:

- Community Relationships & Leadership
- Land in High Opportunity Areas
- Tax-Exempt Status
- Organizational Time, Volunteers, and Finances & Land

The LISC NYC NYLOP focuses on helping MDOs, and FBOs use these resources to develop affordable housing on their vacant or underutilized property. On April 8, 2022, LISC NY issued a Request for Expression of Interest (RFEI) to MDOs and FBOs to participate in the second round of NYLOP). An Informational Session was held on April 14, 2022, to respond to questions about the application from potential respondents. Eighteen responses were submitted. Three FBOs – New Covenant Miracle and Faith and Miracle Arena, Inc., Allen AME Housing Corp., and BBC -- were selected for the second NYLOP cohort.

LISC NY has engaged a development consultant who leads a team of Housing Development Experts to help these organizations move from an idea to a conceptual plan to building affordable housing on their real estate. The NYLOP model calls for these organizations to develop a conceptual plan that will be used as the basis for them to issue a Request for Proposals to select a Developer Partner.

BACKGROUND INFORMATION ON BETHANY BAPTIST CHURCH (BBC)

BBC, which is in Manhattan, started in 1932. It has provided various services to its community, including childcare, food, clothing, and senior and family housing. It has links to many community partners, such as the National Association on Black Health, Madison Boys and Girls Club, and Harlem Pride. It has developing housing since 1993 and is BIPOC-led. In addition, BBC is a member of Harlem Churches for Community Improvement (HCCI). The organization has 12 active ministries ranging from food to supportive services.

INVITATION FOR PROPOSALS

The BBC invites qualified firms to submit responses to this RFP to serve as Co-Developer for the Redevelopment of the Site. Interested respondents must submit their responses per the guidelines outlined in this RFP by Monday, February 13, 2023, at 3:00 P.M. EST.

Attached, please find a copy of the Project's site map **as Attachment A** identifying the subject Site.

PART II – BBC RESERVATION OF RIGHTS AND CONFLICT OF INTEREST

1. BBC is the sole judge of each proposal's conformance with the requirements of this Request for Proposals and the merits of such submission.
2. BBC reserves the right to waive any condition or modify any provisions of this document concerning one or more Respondents, to negotiate with one or more Respondents, to require supplemental statements and information from any Respondents, to modify any of the terms and conditions herein, and to reject any or all proposals in its sole and absolute discretion
3. If all proposals are rejected, the disposition of the Project may be conducted by any means, terms, or conditions chosen by BBC in its sole and absolute discretion.
4. Upon selecting a Respondent, if any, BBC will notify the Respondent of the terms and conditions upon which BBC will be willing to negotiate definitive development documents. However, nothing will be binding on BBC or the Respondent unless and until final documents are executed and delivered by both.

5. The timing of the conditional selection will depend upon the degree to which supplemental information regarding individual proposals may be required or due to any other factors that BBC, in its sole discretion, considers pertinent.
6. All submitted proposals are the property of BBC. The BBC is not liable for any costs or expenses incurred by a Respondent in preparing proposals, negotiations, or discussions with BBC or in connection with any other work. A proposal may be modified at any time before the submission deadline. Only the final version of the proposal will be considered.
7. The Site will be delivered in its "as is" condition, subject to any environmental conditions, hazards, or other title matters.
8. The BBC, its officers, employees, consultants, attorneys, and agents (collectively, "Church Personnel") make no representation or warranty and assume no responsibility of any kind for the accuracy of any of the information set forth herein or otherwise provided by Church Personnel, the physical condition, the status of title or usability of the Site, or any other matter. All due diligence is the sole responsibility of the Respondents, and Respondents are encouraged to satisfy themselves concerning any aspect of the proposed development or condition of the Site.
9. All proposals must conform to and be subject to all applicable laws, regulations, and rules of any governmental authority having jurisdiction over the Site or the development thereof (including, without limitation, any zoning or applicable land use regulations).
10. The BBC invites the participation of real estate brokers acting on behalf of and with authorization of identified principals, provided that the broker arranges for the payment of its commission or other compensations exclusively by the selected Co-Developer. It is a condition to the designation of a developer of the Project that the chosen developer agrees to pay any commission or compensation brought by any broker because of the Project or the development of the Site other than Development Site Advisors.
11. Upon submission of a proposal to this RFP, Respondents and the representatives and agents will treat their proposals and all information obtained in connection with the RFP ("Confidential Information") in a confidential manner, and will 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 the prior written approval of the BBC.

EXTERNAL ORGANIZATIONAL CONFLICTS

Co-Developer certifies that neither it nor any of its contractors or subcontractors include persons who have an interest (direct or indirect) in this proposed contract and who, during their tenure or for one (1) year after that, are:

1. A present or former member or officer of BBC's Board of Directors, Governing Body, or any member of the officer's immediate family.
2. Any BBC employee who formulates policy or influences decisions concerning the BBC project(s) that are connected to this proposed contract, any member of the employee's immediate family, or the employee's Partner(s).

3. Any public official, member of the local governing body, State/Territory or local legislator, or any member of such individual's immediate family.

Respondents may submit a response to this RFP so long as any potential conflict is disclosed. In its sole discretion, the BBC will determine if any such conflict warrants the Respondent's disqualification.

NOTE: "Immediate family" member means the spouse, mother, father, brother, sister, or child of a covered class member, whether related as a full-blood relative or as a "half" or "step" relative (e.g., half-brother or stepchild).

INTERNAL ORGANIZATIONAL CONFLICTS

It is BBC's policy to avoid situations that place a Respondent in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the Respondent may have that relates to the work to be performed according to this solicitation or where the Respondent's performance of such work may provide it with an unfair competitive advantage.

If necessary, Respondents shall provide a signed statement ("Disclosure Certification") that describes all relevant facts concerning any past, present concisely, or currently planned interest (financial, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Respondent has a possible organizational conflict of interest concerning (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage.

In the Disclosure Certification, the Respondent may also provide relevant facts that show how its organizational structure or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

In the absence of any relevant interests identified in a signed Disclosure Certification, Respondents certify by their signature on this solicitation that the Respondent, to the best of its knowledge and belief and except as otherwise disclosed, does not have an organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the Respondent's organizational, financial, contractual or other interests may, without some restriction of future activities (1) result in an unfair competitive advantage to the Respondent, or (2) impair the Respondent's objectivity in performing the contract work. Accordingly, the Respondent's signature on this solicitation certifies that to the best of the Respondent's knowledge and belief, no actual or apparent conflict of interest exists regarding the Respondent's possible performance of this procurement.

No award shall be made until the Disclosure Certification and a **Financial or Personal Interest Disclosure Statement. If applicable**, have been evaluated by the BBC. Failure to provide the Disclosure Certification or the **Financial or Personal Interest Disclosure Statement, if applicable**, will be deemed a minor infraction. The Respondent will be permitted to correct the omission within a period established by the BBC.

Refusal to provide the Disclosure Certification, the **Financial or Personal Interest Disclosure Statement, if applicable**, and any other additional information required by the BBC, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the Respondent.

Suppose BBC determines that a potential conflict exists. In that case, the selected Respondent shall not receive an award unless the conflict is addressed to the satisfaction of BBC and applicable law.

Respondents must disclose the following:

- Actual, apparent and potential conflicts
- Ownership interests
- Identification of officers and directors of bidding entities
- Overlapping ownership interests or directorships in other companies.

DISCLOSURE STATEMENT

Before award, and while Respondent is conducting business with BBC, Respondent must disclose any direct or indirect conflicts of interest and organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide full and complete disclosure, in writing, to BBC. The Disclosure Statement must be presented on the Respondent's letterhead, notarized, and signed by the individual making the disclosure.

CONTRACTOR RESPONSIBILITY

BBC shall make awards only to responsible Co-Developers who can perform successfully under the terms and conditions of a proposed contract. Consideration shall be given to such matters as contractor integrity, public policy compliance, past performance record, and financial and technical resources. Contracts shall not be awarded to any Co-Developer whose previous business or performance indicates that it was not responsible.

MUNICIPAL CHARGES

All buildings managed or owned by the Respondent must be current with all New York City real property taxes, water and sewers charges or have entered into and be in compliance with binding payment agreements for all outstanding taxes and charges.

CODE VIOLATIONS

A respondent may be rejected at any time during the evaluation process if findings of a substantial record of serious New York City Building Code or New York City Housing Maintenance Code violations with regard to properties owned or managed by the Respondent or any of its principals or related entities, and such findings have not been adequately addressed, as determined by New York Department of Housing Preservation and Development (HPD).

ADVERSE FINDINGS

A Respondent may be rejected at any time during the evaluation process if adverse findings are made with regard to the Respondent or any of its principals or related entities, including, but not limited to, adverse findings with respect to any of the following:

- Past or pending government or private mortgage foreclosure proceedings or arrears with respect to any property owned or managed by the Respondent
- Past or pending governmental tax or lien foreclosure, or substantial tax arrears
- Findings of tenant harassment or a pending case of harassment
- Arson, fraud, bribery, or grand larceny conviction or a pending case.
- Past or pending default on any obligation to, unsatisfied judgment or lien held by, or contract with, any governmental agency
- Past or pending suspension, debarment, or finding of non-responsibility by any government agency
- A past or pending voluntary or involuntary bankruptcy proceeding
- A negative history with HPD or any other government agency.
- A negative history with Restoring Communities or with Neighborhood Restore. Litigation/Indictments.

CERTIFICATION REGARDING DEBARMENT

Respondent certifies by submitting its proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department, state, or city agency.

If any of the Respondent's principals, officers, directors, or Partner(s)s have been debarred, suspended, or otherwise lawfully precluded from participating in the Scope of Services outlined in the RFP, the Respondent shall disclose that information in its proposal. All Respondents must submit a Disclosure Statement if this is not the case. Failure to provide such information or to complete (**Exhibit A – Disclosure Form**) shall result in the rejection of the proposal. BBC will corroborate this information.

Each Respondent's principals, officers, directors, and Partner(s)s must be in good standing with BBC and any Federal or local agency with a contractual relationship with the Respondent or any of its principals, officers, directors, and Partner(s).

REQUIRED BBC RESPONDENT REGISTRATION

Respondent is responsible for contacting local authorities to ensure that Respondent has complied with all laws and is authorized or licensed to do business in the State of New York. In addition to that, all applicable fees are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents, and subcontractors shall also comply with all Federal, State, and local laws regarding business permits and licenses that may be required to conduct the services performed under the contract.

OWNERSHIP OF DOCUMENTS

All documents and information generated, prepared, assembled, and provided to BBC according to this RFP become the property of BBC upon receipt. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to BBC as a result of this RFP.

REJECTION OF PROPOSALS

BBC may reject any or all proposals. Action to reject all proposals shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by BBC.

CO-DEVELOPER STATUS

The Co-Developer shall be an independent contractor and will not be an employee of BBC.

GOVERNMENT RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, quantity, or performance of the goods or the material, quality, workmanship, or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify BBC in writing specifying the regulation which requires an alteration. BBC reserves the right to accept any such alteration, including any reasonable price adjustments, or to cancel the contract at no expense to BBC.

ADVERTISING

Respondent agrees not to use the fact of or the results from the proposal submitted as part of any commercial advertising. BBC does not permit the use of BBC's relationship with an entity for marketing efforts unless BBC agrees explicitly otherwise.

NOTICES

All notices, demands, requests, and claims about the award of this contract must be addressed in writing to the following:

Monica Dean

LISC NY, Director of Housing

LISC New York | Local Initiatives Support Corporation

NYLOP@lisc.org

COMPLIANCE WITH LAW

The Co-Developer shall comply with all applicable Federal, State/Territory. Local laws, regulations, ordinances, and requirements applicable to the work described herein, including, but not limited to, those applicable laws, rules, and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprises, and labor surplus area firms, and equal opportunity for businesses, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. The Co-Developer shall obtain, at Co-Developer's expense, such permits, certificates, and licenses as may be required to perform the work specified.

INDEMNIFICATION

BBC cannot, and by the Agreement relating to this RFP, does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Co-Developer or any other person or entity whatsoever, for any purpose whatsoever.

STANDARDS OF CONDUCT

The Co-Developer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity and for taking such disciplinary action concerning any employee as necessary.

PART III – QUESTIONS

Due Date for Questions: Questions regarding matters related to this RFP or requests for further information must be submitted in writing no later than Monday, January 30, 2023, at 3 P.M. EST. Questions will be addressed by addendum by Monday, February 6, 2023, which will be published on LISC NY website at <https://lisc.tfaforms.net/859>.

It is the responsibility of the Respondent to check the website before submission of a proposal to review and download the addenda issued. The Respondent shall also note on their cover letters that they acknowledge any addendums posted.

PART IV – SCOPE OF SERVICES

SITE CONCEPT PLANS

As stated above, the Site is currently owned by the HDFC. BBC has developed two Site Plan Concepts (Combined Zoning Lots with AIRS and Single Lot with AIRS) for the Site found in **Attachment B**. The Combined Zoning Lots option calls for developing 27 units and 460 square feet

of space for a primary health care facility. Achieving this unit count and space for the health care facility will require the Co-Developer to obtain a zoning lot merger, an air and light easement, and an ingress/egress easement from the owner of the abutting property (Block 2047, Lot 5), which Bethany Baptist Church owns.

Note that according to statutory requirements governing the sale of real property (which includes development rights) of a Religious Corporation, BBC expects to receive fair market value for such development rights.

If an agreement cannot be reached vis-à-vis merging the two lots and obtaining an air and light easement, then a modest Single Lot option will need to be implemented. This Single Lot option with AIRS calls for developing up to 14 units and 380 square feet of space for a primary healthcare facility.

COMBINED ZONING LOTS OPTION (WITH AIRS)		
Bedroom Size	Unit Mix	Percentage
Studio	21	77.8
1 Bedroom	6	22.2

SINGLE LOT OPTION (WITH AIRS)		
Bedroom Size	Unit Mix	Percentage
Studio	6	42.9
1 Bedroom	6	42.9
2 Bedroom	2	14.2

Design Principles

- Include replacement unit requirements and preferred concept plans in the proposal
- Explore a multi-faceted approach to create a vibrant mixed-income and mixed-use neighborhood that is the highest and best use of the land

- Integrate environmental sustainability “green” construction and design practices, optimal energy efficiency through the incorporation of on-site renewable energy, and adherence to LEED or green community certification standards
- Establish an accessible, pedestrian-oriented environment that can serve as a model of adequate accessibility through quality streetscape, open space, and design
- Promote community interconnectivity between residents, neighborhood, and the community
- Foster meaningful engagement of residents and other stakeholders throughout the implementation period
- Feature high-quality, context-sensitive architectural design that is respectful to the surrounding neighborhood
- Develop a creative and viable financial plan that does not require BBC funding
- Coordinate with other local and community-driven redevelopment plans

SUMMARY OF SERVICES

The Co-Developer shall, subject to consultation with and the reasonable approval of BBC, manage a full-service Development Team to refine and implement the Site Concept Plan and direct design, development, and financing of the Project. The Co-Developer, subject to the consultation and reasonable approval of BBC, will be responsible for developing a feasible financing and implementation plan that incorporates a variety of funding sources such as Low-Income Housing Tax Credits (LIHTC), Bond Financing, Federal Home Loan Bank, Permanent Debt, CDBG, CDBG-DR, FEMA, HOME Investment Partner(s)ships (HOME), Private Foundation Funds and such other sources as may be available and appropriate. The Co-Developer is expected to be experienced with the requirements of all financing programs it proposes to use. BBC will undertake no financial or guaranty obligations unless explicitly accepted in writing by BBC.

The selected Co-Developer will implement the redevelopment program per a BBC-approved schedule. BBC's goal is to commence construction on an initial phase in the first quarter of 2024.

BBC also reserves the right to select one or more Co-Developers. The Co-Developer will be solely responsible for working with BBC to redevelop the Project.

ROLE OF BBC

BBC, though an affiliate will be a co-owner (preferably with a majority interest) and must be included in and have the approval of key decisions in all aspects of planning and redevelopment of the Project, including but not limited to preparing documents, discussions with potential and selected investors, meetings with contractors, consultants and stakeholders and selecting key team members. Any reference in this RFP to BBC having rights of review, approval, etc. that reference to BBC in those contexts shall mean BBC and/or BBC's affiliate.

Predevelopment

- BBC will be involved in the predevelopment process and review and must approve all project contracts, invoices, and draws for approval.
- Investor Solicitation – BBC will review the Co-Developer construction financing and equity investor solicitation, the list of potential investors, and the responses. The Co-Developer shall conduct the investor solicitation process in a form that ensures maximum participation.
- Participation in Site/Unit Designs – BBC expects the Co-Developer to review the conceptual design completed for the Site and use it as the basis for preparing the design documents. BBC will be involved throughout the design processes to finalize the site plan, the building designs, and the floor plans. Also, BBC will review and shall approve the construction drawings and specifications.
- Property Management – BBC shall select the property manager, subject to the reasonable review and approval of the Co-Developer, lender, and investor.
- Marketing and Lease-up - The property manager, selected by BBC and approved by the Co-Developer, shall create and implement a marketing and lease-up strategy for the rental units and, if applicable, commercial or retail space, to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land-use agreements.

Financing

- Predevelopment Funding – BBC expects the Co-Developer to provide one hundred (100) percent of the pre-approved third-party predevelopment costs.
- Development Fees – BBC or its affiliate will act as co-developer and expects a minimum twenty-five (25) percent share of the Developer Fee (paid and deferred), but a more significant amount of development fee is preferred.
- Acquisition Financing – BBC expects the Co-Developer to obtain the financing necessary to acquire the Site from the HFDC for a fair and reasonable price. BBC also expects the Co-Developer to assist with structuring the acquisition of the Site through a sale or lease, whichever is mutually agreeable to BBC and the Co-Developer and acceptable to lenders and investors.
- Sponsorship Fee –BBC or affiliate expects to receive a reasonable fee for coordinating and overseeing the planning, design, construction and operation of this Project.
- Insurance Requirements – Co-Developer shall comply with the insurance requirements outlined in Attachment C of this RFP and the insurance requirements of lenders and investors.
- Asset Manager – BBC will have asset management responsibilities related to units in which BBC or its affiliate has an ownership interest. BBC will monitor and enforce the terms of its lease and the Regulatory and Operating Agreement with the Co-Developer and require that all housing units be managed following applicable local, state, and federal requirements.

Contract Administration

BBC will attend all construction meetings and reviews. Approve all construction draws and amendments and monitor the construction process from bidding to contract closeout.

MINIMUM REQUIREMENT FOR CO-DEVELOPER

Respondents to the RFP must meet the following minimum requirements:

- Must have at least five years of experience developing affordable housing of comparable size and scope to the Project outlined in this RFP
- Must have developed and completed within the last five years at least two projects of comparable size and scope to the Project outlined in this RFP
- Must have experience successfully accessing private equity, debt financing, and government grants or loans

ROLE OF CO-DEVELOPER

Throughout the redevelopment effort, including each component phase, the Co-Developer will work closely with all stakeholders, including BBC, BBC staff, BBC residents, BBC consultants, the surrounding community, the municipalities, and appropriate federal/local agencies. In addition, the Co-Developer will ensure that the redevelopment plan is approved, financed, and implemented promptly.

General

- Assist BBC with refining its Site Concept to achieve its project objectives for the Project.
- Oversee and Implement Redevelopment Efforts – Provide the necessary staffing, expertise, supervision, and guarantees to implement all aspects of the redevelopment fully and expeditiously as required by the Master Development Agreement (MDA). The MDA is a contract between BBC or an affiliate thereof and the Co-Developer that details the obligations of both parties and specifies the standards and conditions that will govern the redevelopment of the Site.
- Hire and Manage Consultants and Development Team Members Necessary for Planning and Implementation – The Development Team shall include at a minimum, the Co-Developer, Project Architect, Attorney, Energy Consultant, and Property Manager. These Development Team members must be submitted with the Offeror's response to this RFP.
- Develop funding applications as necessary to fully implement the redevelopment strategy. Procure other consultants or contractors and coordinate all tasks required for all financing applications, finalizing the site-specific redevelopment plans and all implementation tasks. At a minimum, the Co-Developer will need to procure, oversee, and manage all consultants appropriately as necessary to complete funding applications, master planning, architectural, environmental review, market analysis, geotechnical studies, civil, mechanical, and electrical engineering, and any other activities deemed necessary by the Co-Developer and BBC. Respondents are strongly encouraged to demonstrate participation on their team, whether by

joint-venture arrangements or otherwise, of local expertise in areas of relevance to the planning and development process, including LIHTC financing, design, and construction matters.

- Maintain Communication Regarding Project Progress with BBC, lenders, investors, all key stakeholders, and the larger public – BBC will establish a regular schedule of team meetings in which the Co-Developer will participate. Moreover, the Co-Developer will be responsible for submitting monthly progress reports to BBC in such formats and media as it might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc.
- Develop and Maintain Quality Control Measures – The Co-Developer is responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. In addition, the Co-Developer will be required to implement quality assurance and control measures to ensure adequate performance by all parties in all aspects of the program.
- Develop and Maintain a Detailed Development Schedule and Critical Path Schedule – The Co-Developer will develop and maintain a detailed schedule of events predicated on financing deadlines that include predevelopment activities, construction start, project stabilization, and permanent loan close. In addition, develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- Be Responsive to Local Community, Neighborhood, and Governmental Interests – The Co-Developer will work with BBC to promote and maintain good relations with community and neighborhood groups, and federal, state, and local governments.
- Compliance with Laws and Regulations – The Co-Developer will comply with all applicable federal and local laws, rules, and regulations applying to the activities required by the Master Development Agreement.
- MBE/WBE/BIPOC Opportunities – The Co-Developer will take all necessary affirmative steps to assure that disadvantaged, minority, women-owned business, and BIPOC-led enterprises (MBE/WBE/BIPOC) are used to the greatest extent feasible in compliance with federal policy and consistent with LISC NY and BBC's Employment, Training and Contracting Policy. BBC's goals and expectations are that the Co-Developer will meet or exceed 30% of the total value of all contracts and subcontracts awarded to MBE/WBE/BIPOC-led firms.
- Local Contracting – The Co-Developer shall undertake reasonable efforts to involve qualified local consultants and contractors in the redevelopment effort. For this purpose, "local" means firms in the City of New York. It is important to note that the architect of record and engineers must be licensed to work in the State of New York and must be included in the Respondent's Statement of Qualifications in response to this RFP.

Predevelopment

- Prepare Feasibility Assessments, Market Analyses, and Appraisals – To finalize the overall redevelopment approach for each Site, prepare such feasibility assessments, market analyses,

and appraisals as necessary to confirm the respective redevelopment approach. The Co-Developer will also be responsible for additional market analyses and appraisals to develop and obtain financing for each redevelopment phase.

- Planning and Design – The selected Co-Developer shall include a progressive architectural team that will lead to a signature design in affordable housing utilizing the Principles for Building Resilience in state-of-the-art housing in the State of New York.
- Assist BBC in obtaining necessary disposition approval – The selected Co-Developer shall assist BBC with any disposition or acquisition applications, as required.
- Grant Writing and Related Funding Assistance – The Co-Developer shall apply for grant opportunities to the fullest extent possible. The Co-Developer will also be required to submit other funding applications to help finance the projects.
- Prepare Redevelopment Plans – In consultation with BBC, the residents, the community, and other interested stakeholders, the Co-Developer will refine the plan for redevelopment consistent with program goals and as acceptable to the BBC.
- Obtain Environmental Clearances – In collaboration with BBC, the Co-Developer will procure the necessary consultants and prepare the documents to obtain environmental clearances from all interested agencies.
- Plans and Specifications – Subject to the review and approval of BBC, the Co-Developer will be responsible for preparing all necessary infrastructure and building plans and specifications that comply with the requirements of all permitting and regulatory entities. All documents and designs will be subject to BBC's review and approval.

Financing

- Produce an Overall Financing Plan – Subject to BBC's review and approval, the Co-Developer will produce a viable financing plan for the overall redevelopment effort. The comprehensive financing plan will be developed alongside the redevelopment plan and market analysis. The redevelopment plan shall reflect the realities of the overall financing plan and market analysis while the financing plan will reflect the goals of BBC.
- Financing Application(s) – Per the Master Development Agreement, the Co-Developer will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the redevelopment plans in a timely fashion, which may include, but not be limited to - tax credits, tax-exempt bonds, federal/state/local funds, and private debt.
- Maximize the Leveraging of Public and Private Resources – The Co-Developer shall maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing various Partner(s)s and Partnerships. In addition, the Co-Developer shall take full responsibility for securing all financing sources promptly. Coordinate discussion and negotiations with financial institutions and private Partners (s)s. All financing terms are subject to review and approval by BBC. In the case of any identity of interest between the Co-Developer and any lender, syndicator, or other financing Partner(s), the Co-Developer must

demonstrate how the proposed terms are most favorable to other terms available in the market.

- Obtain Equity Investment – Using an open and competitive process, obtain equity financing commitment on the best terms currently available as required by the Master Development Agreement and subject to BBC’s approval. BBC intends to participate in developing the solicitation documents for investors in reviewing the letters of interest received and the ranking and scoring of all responses. In addition, BBC will need to approve the investors for each Project.
- Guarantees – In accordance with the Master Development Agreement, provide all guarantees required for the successful financing of the redevelopment effort, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement. In addition, BBC will require that the Co-Developer demonstrate financial ability to honor the guarantees and indicate how they intend to honor the guarantees if necessary.
- Operating Feasibility – As required in the Master Development Agreement, structure such reserves and other devices as necessary to reasonably guarantee the long-term operating feasibility of the Project.
- Accounting/Financing – As to be provided for in the Master Development Agreement, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

Construction

- Hire Qualified General Contractor or Construction Manager to Oversee Construction Activities – The Co-Developer will create and implement a competitive process for selecting with BBC the most qualified General Contractor or Construction Manager. During construction, the Co-Developer shall provide oversight and management of construction activities to ensure the expeditious implementation of the Project, subject to the review and approval of BBC. As regular on-site construction monitoring is critical to the success of the Project, the Co-Developer must have a full-time on-site presence during the term of construction. Any construction management is considered Co-Developer overhead and may not be paid with project funds. Any identity of interest between the Co-Developer and the General Contractor or Construction Manager must be approved by BBC, lenders, and investors.
- Facilitate Necessary Site Improvements – According to the Master Development Agreement, the Co-Developer shall initiate and complete site work and infrastructure construction with review and approval by BBC.
- Implement Development Program – Per the final redevelopment plans approved by lenders, investors, and regulatory agencies and subject to review and approval of BBC, the Co-Developer will develop all improvements associated with the development program.

Ownership and Asset Management

- Organize Ownership Entity – Upon completion of the redevelopment plan and its acceptance by BBC, the selected Co-Developer will be expected to organize an ownership entity and structure approved by BBC and the requirements of other financing entities.
- Ensure the Short- and Long-Term Viability of the Redeveloped Projects – The Co-Developer shall develop and implement marketing, re-occupancy, asset, and property management plans to ensure each Project's short- and long-term viability.

Releases from Mortgages and Regulatory Agreements and Negotiating with HDfC Regarding the Acquisition of the Development Site. – The Co-Developer shall assist the HDfC with obtaining releases from mortgages and regulatory agreements held by, among other things, New York City Housing Preservation and Development and the New York City Housing Development Corporation, as well as negotiating the acquisition of the Site by the BBC or an affiliate thereof from the HDfC.

PART V- SUBMITTAL LAYOUT

Respondents shall submit their responses to the RFP by completing the application at <https://lisc.tfaforms.net/859>.

All information presented in response to this RFP must be included in the submitted response. There can be no information linked to a website that requires reviewers to access the website for consideration of content. Any such conditions will not be considered part of the Respondent's proposal.

PART VI - EVALUATION CRITERIA

Each submission will be evaluated based on its responsiveness to this RFP and primarily per the Evaluation Criteria in the following table. Respondents are required to respond thoroughly to each of the following evaluation factors, with a focus on providing answers that are both clear and concise. In its sole discretion, BBC will select the Respondent whose proposal is in the best interest of the BBC.

<i>Evaluation Factors</i>
Co-Developer and Team Experience The degree to which the Respondent's Team demonstrates: <ul style="list-style-type: none">• Successful, recent experience in the planning, redevelopment, construction, and management of mixed-finance, mixed-income development projects of comparable size and complexity, including public housing and project-based subsidized units.• Quality of references provided.
Key Staff Experience The degree to which Respondent demonstrates that the Co-Developer's assigned staff and its team members have significant successful experience in their respective disciplines as required for the planning, development, and operation of mixed-finance developments of comparable size and complexity.
Key Business Terms The degree to which the Respondent's proposed Key Business Terms provide the best value for BBC and represent a willingness of the Respondent to contribute towards the success and viability of the Project.
Methodology <ul style="list-style-type: none">• The methodology provided by the Respondent indicates their knowledge of the steps and timeframes necessary for implementing mixed-finance projects.• The methodology demonstrates the capacity to complete tax credit applications successfully.• The methodology includes an approach that effectively uses public and private resources and provides the most beneficial terms for BBC.
Financial Capacity and References <ul style="list-style-type: none">• The overall financial strength of the Co-Developer<ol style="list-style-type: none">1. Quick Ratio2. Current Ratio3. Debt to equity ratio.• Contribution of Co-Developer• Demonstrate ability to bring financial resources to leverage dollars (Review of financial statements)

The financial capacity (as Co-Developer and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Co-Developer discussion of how it intends to honor all guarantees should the need arise.

MBE/WBE/BIPOC Employment and Contracting Plan

- The extent to which MBE/WBE/BIPOC-led businesses are included on the Co-Developer's Team.
- Level and quality of previous experience utilizing MBE/WBE/BIPOC businesses.

The degree to which the Co-Developer's Team demonstrates its commitment to ensuring that LISC NY MBE/WBE/BIPOC goals are met or exceeded.

The establishment, application, and interpretation of the above Evaluation Factors shall be solely within the discretion of BBC. **However, BBC reserves the right to determine the suitability of proposals based on all of these factors.**

PART VII- SELECTION PROCESS

QUALIFICATIONS EVALUATION/CONTRACT AWARD

The evaluation process and qualifications will be evaluated by BBC in conjunction with LISC NY at their sole and absolute discretion based primarily on the criteria below. In addition, BBC in conjunction with LISC NY at their sole discretion may conduct evaluations/ presentations/ interviews or other discussions with the Respondents in the initial competitive range.

BBC in conjunction with LISC NY may select one or more Respondents to proceed to contract negotiations.

Contract award may be subject to approval by BBC Board of Directors or Governing Body and LISC NY.

CANCELLATION OF RFP

BBC reserves the right to cancel this RFP or to reject, in whole or in part, all submissions received in response to this RFP upon its determination to be in the best interest of BBC. BBC further reserves the right to waive any minor informality in any submissions. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at BBC's sole discretion.

INFORMATIONAL

Attachment A - Site Map



Attachment B - Concept Plans



Agenda

LISC Faith Based Organizations Bethany Baptist Church

Brief Introductions
Recap of Site Assessment & Zoning Analysis
Constraints
Project Objectives
Programming

Recap of Site Assessment & Zoning Analysis

Programming

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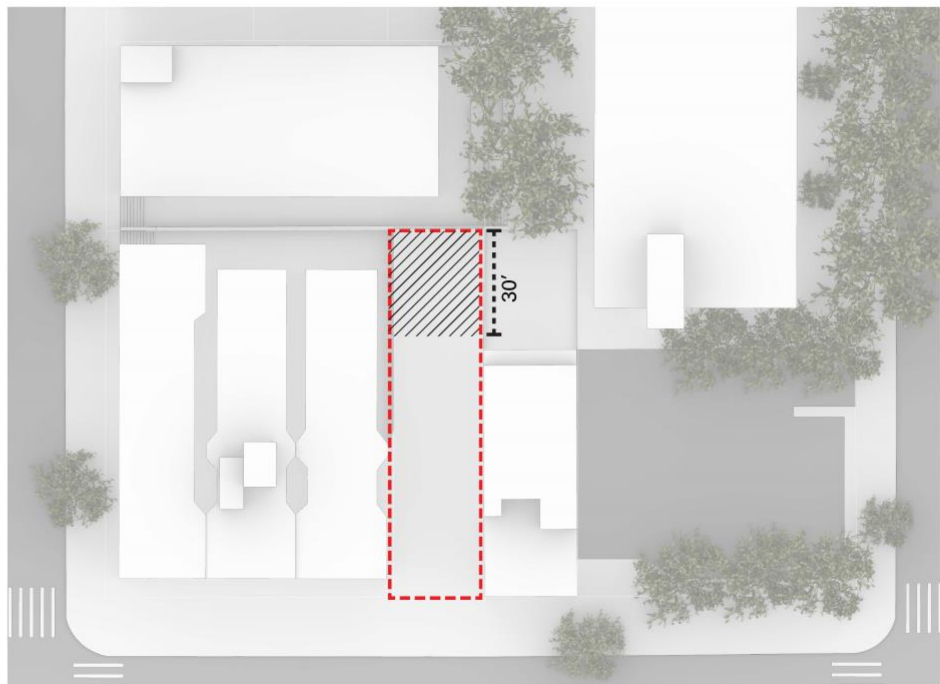
WXY

Initial Zoning Analysis

Rear yard restriction limit building within 30' of rear of tax lot unless lot is combined with the church lot into a single zoning lot

Community facility allowed to 23' and residential uses other than dwelling units in QH-AIRS allowed to 15'

Rear Yard Restriction



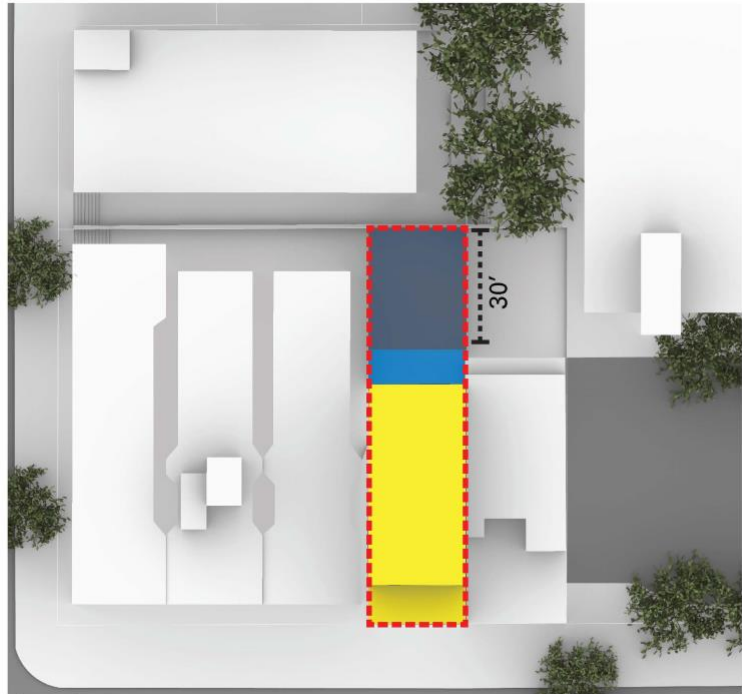
Programming

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Single Lot Development



Note: Existing building and lot square footages are approximate based on public data

Programming

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5

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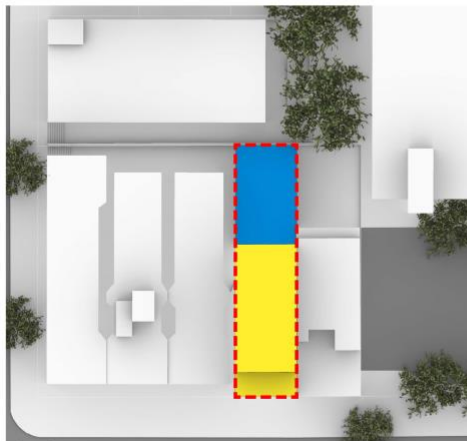
Initial Zoning Analysis

Community Facility ZSF: 1,910 SF

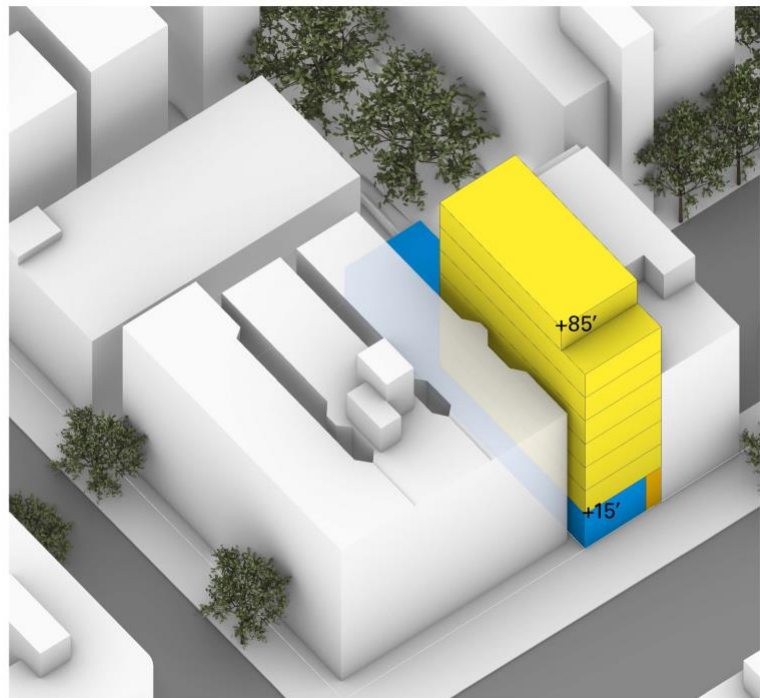
Residential FAR: 4.0

Residential ZSF: 10,000 SF

Quality Housing



Programming



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Initial Zoning Analysis

AIRS (Min 20% Senior Housing)

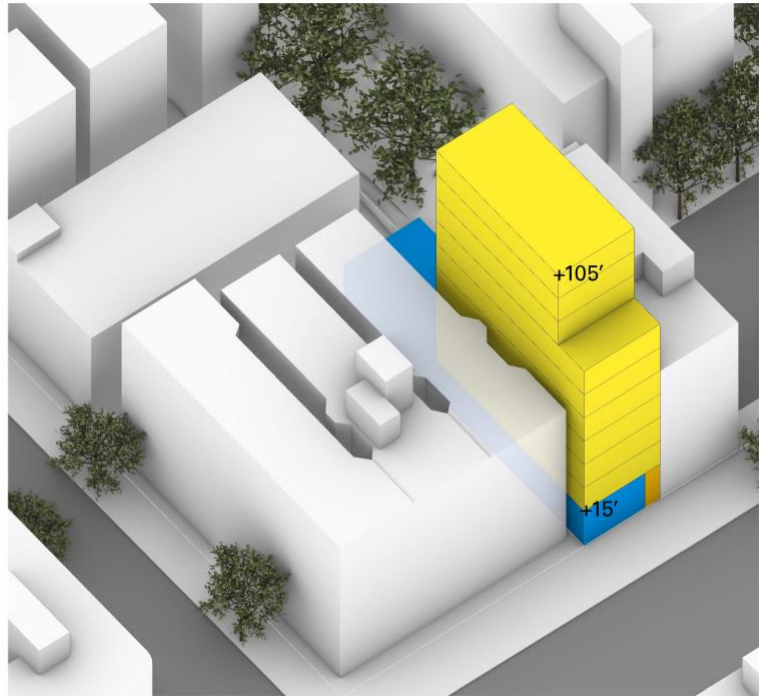
Community Facility ZSF: 1,910 SF

Senior Quality Housing FAR: 5.01

Residential ZSF: 12,500 SF



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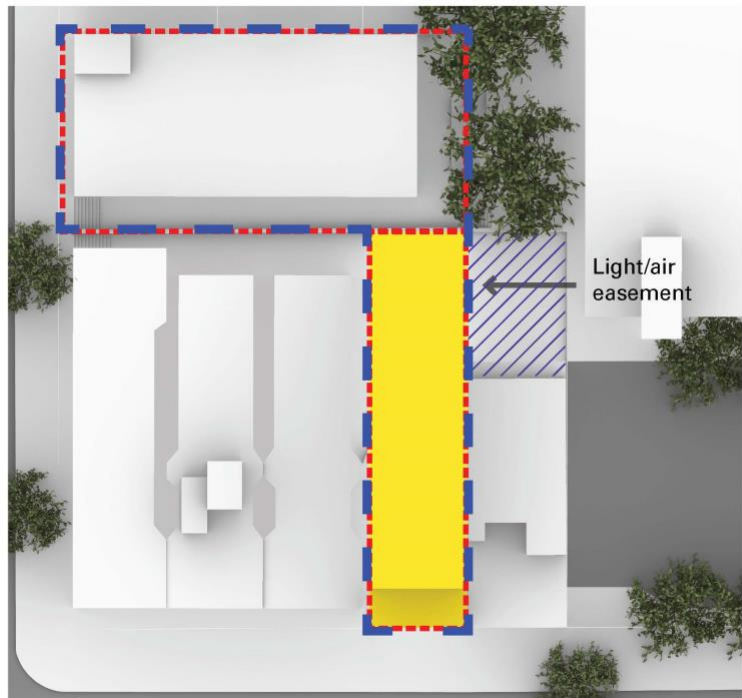
7

WXY

Combined Lot Development

*Due to the depth of the residential development, there would need to be a light and air agreement with the lot owner to the north to allow for legal windows on north façade

Note: Existing building and lot square footages are approximate based on public data



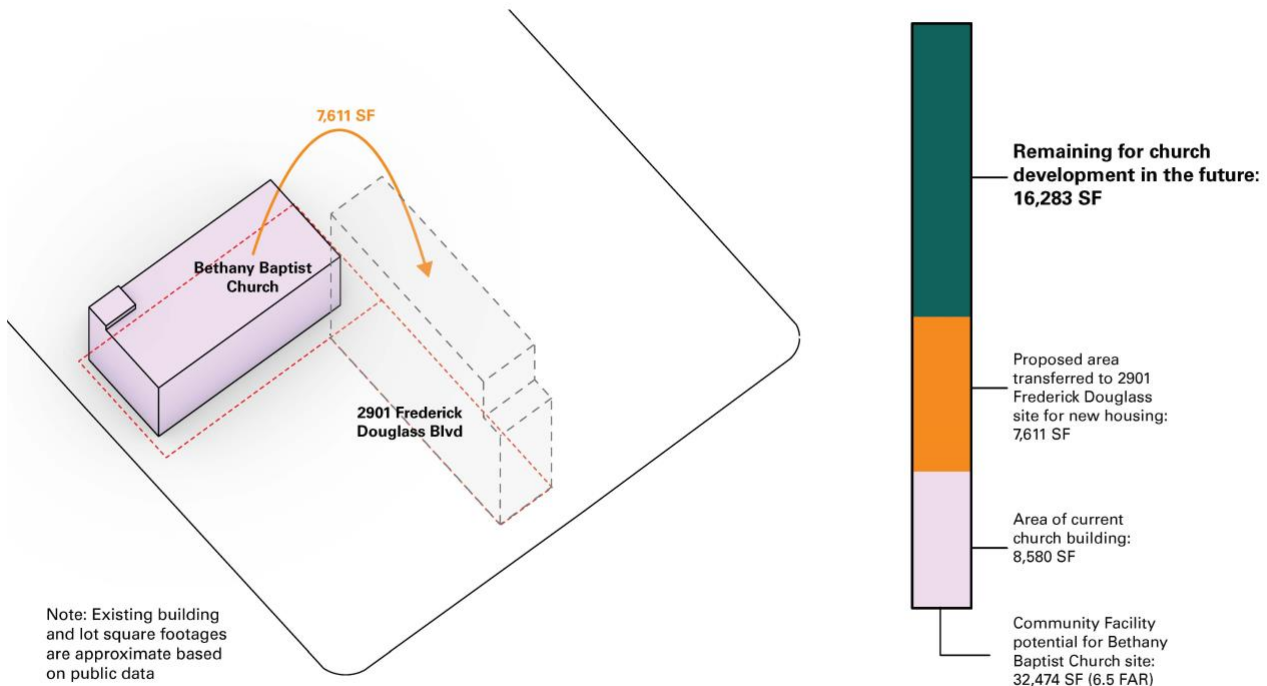
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Remaining Development Potential



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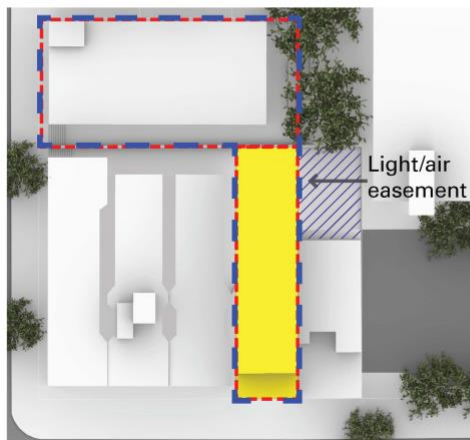
Initial Zoning Analysis

Community Facility ZSF: 1,910 SF

Residential FAR: 4.0

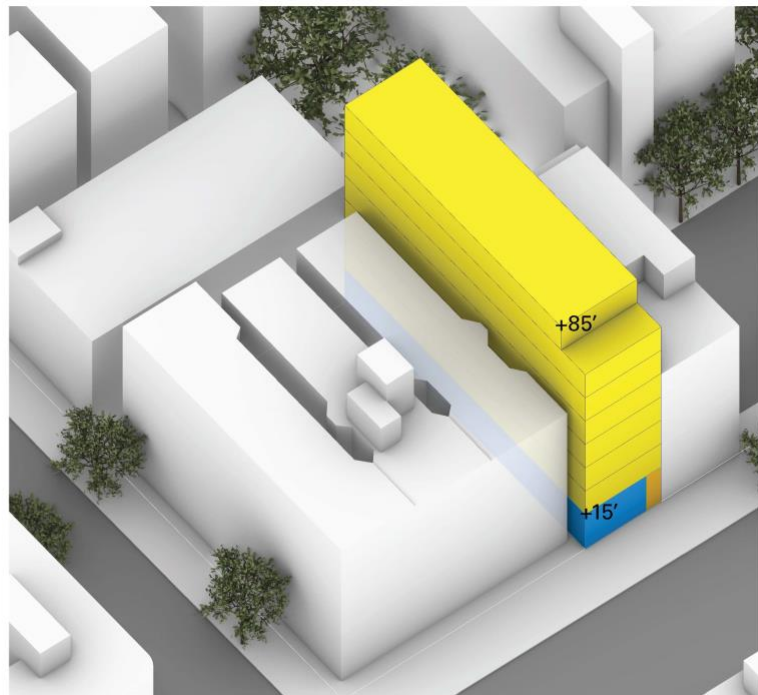
Residential ZSF: 16,050

*Due to the depth of the residential development, there would need to be a light and air agreement with the lot owner to the north to allow for legal windows on north façade



Programming

Quality Housing with Combined Zoning Lots



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AIRS with Combined Zoning Lots

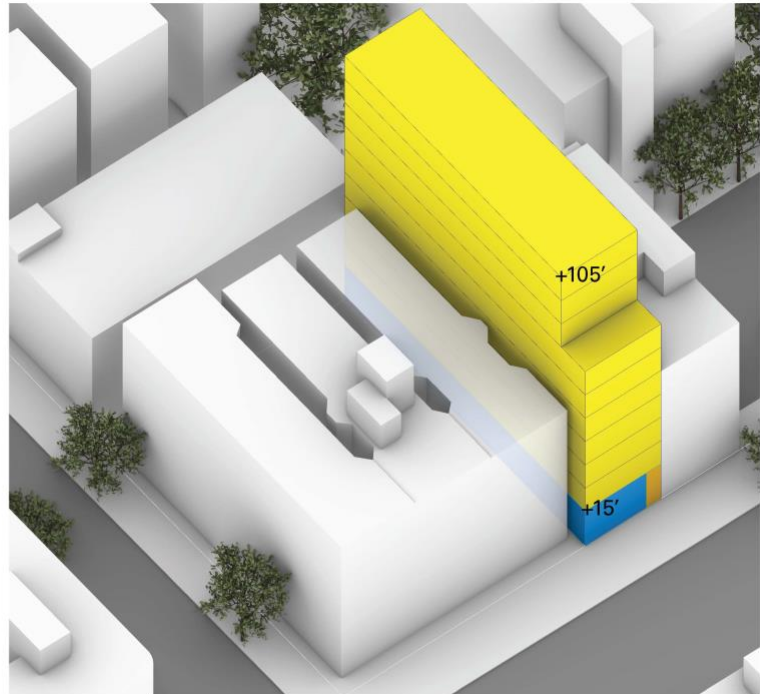
Community Facility ZSF: 1,910 SF

Residential FAR: 5.01
Residential ZSF: 20,100

*Due to the depth of the residential development, there would need to be a light and air agreement with the lot owner to the north to allow for legal windows on north façade



Programming



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Constraints

Parking

Egress

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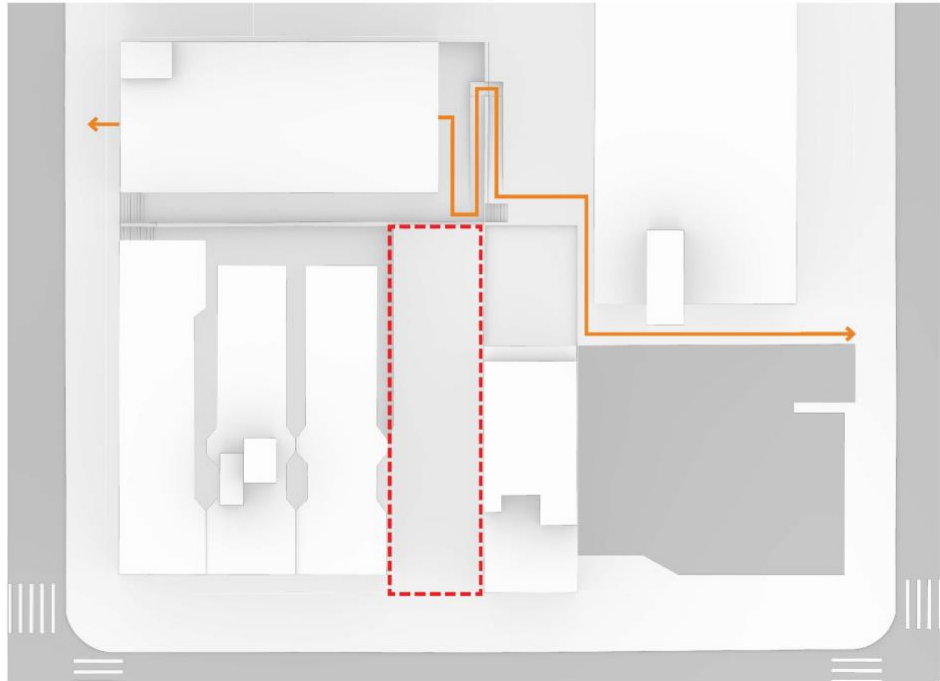
12

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Initial Code Analysis

Second path of egress from the church exits the back and continues through the senior housing backyard and parking lot to the public right-of-way

Maintain Egress from the Church



Programming

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Project Objectives

Housing

Healthcare Space

Coordinator Office

Laundry

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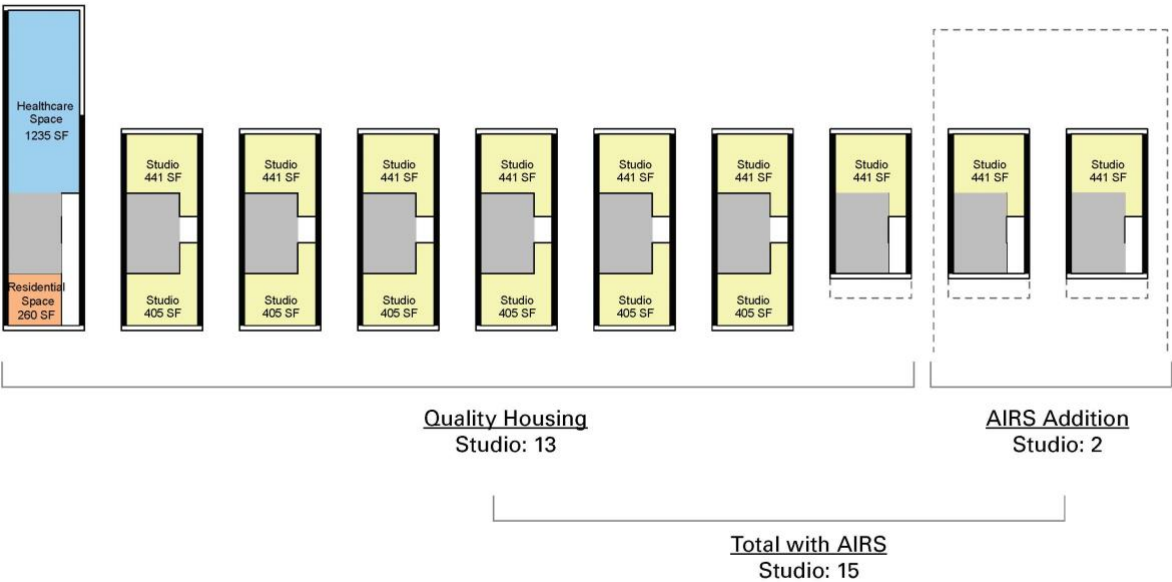
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Programming Unit Mix

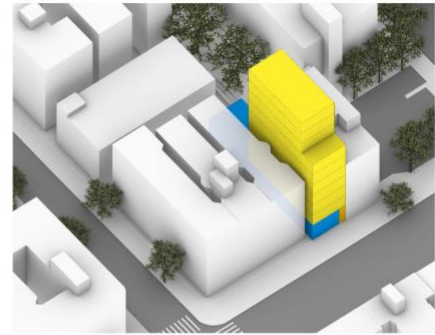
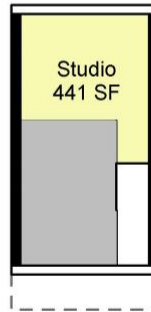
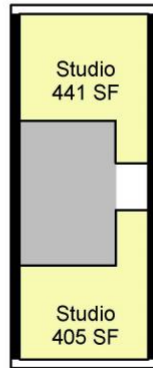
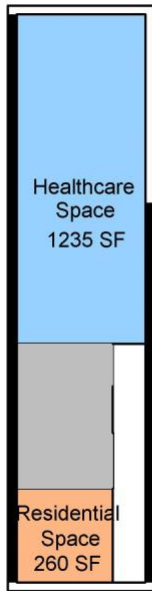
Unit Mix

Single Lot - Opt 1



Unit Types

Single Lot - Opt 1



AIRS Zoning Massing

Programming

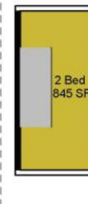
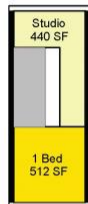
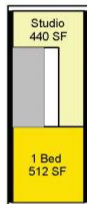
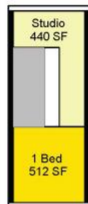
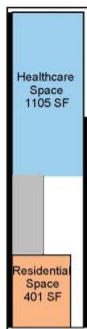
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Unit Mix

Single Lot - Opt 2



Quality Housing

Studio: 6
1 Bedroom: 6
2 Bedroom: 1

AIRS Addition

2 Bedroom: 2

Total with AIRS

Studio: 6
1 Bedroom: 6
2 Bedroom: 3

Programming

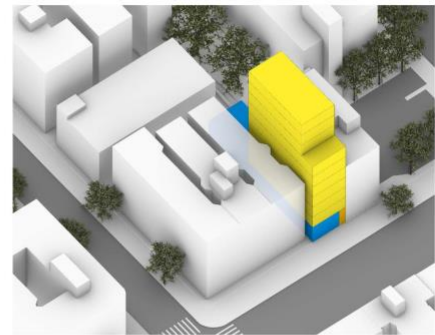
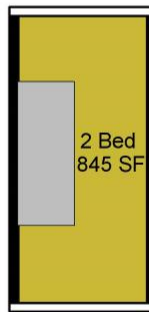
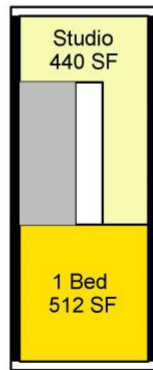
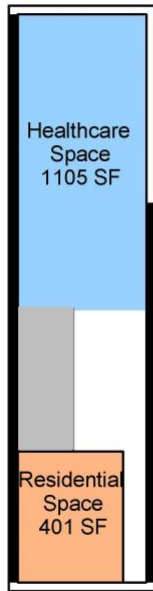
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Unit Types

Single Lot - Opt 2



AIRS Zoning Massing

Programming

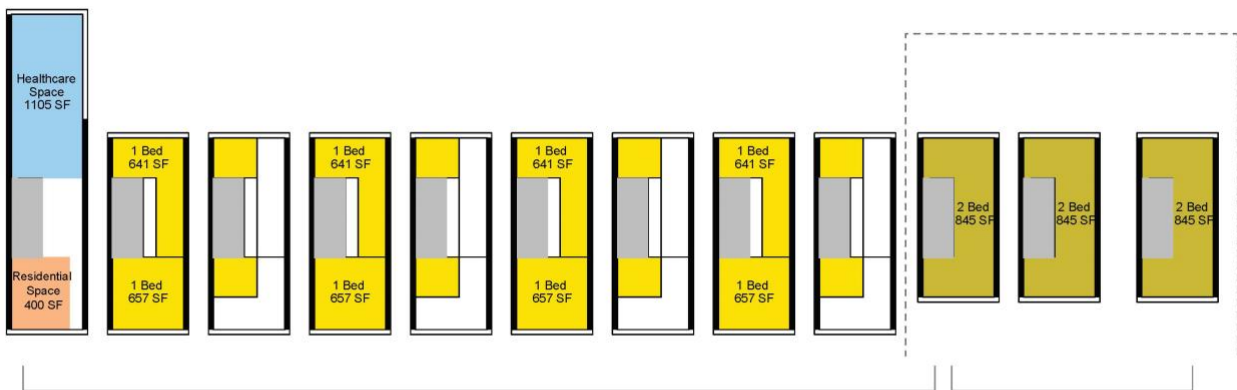
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Unit Mix

Single Lot - Opt 3



Quality Housing
1 Bedroom Duplex: 8

AIRS Addition
2 Bedroom: 3

Total with AIRS
1 Bedroom: 8
2 Bedroom: 3

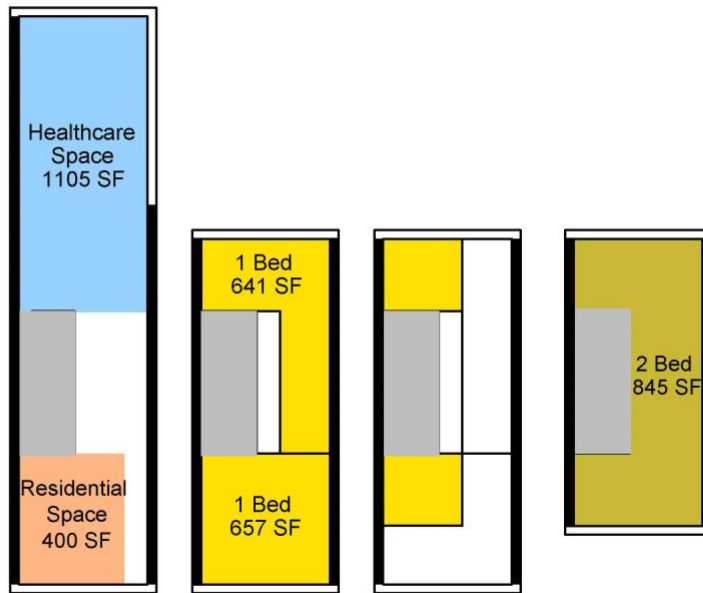
Programming

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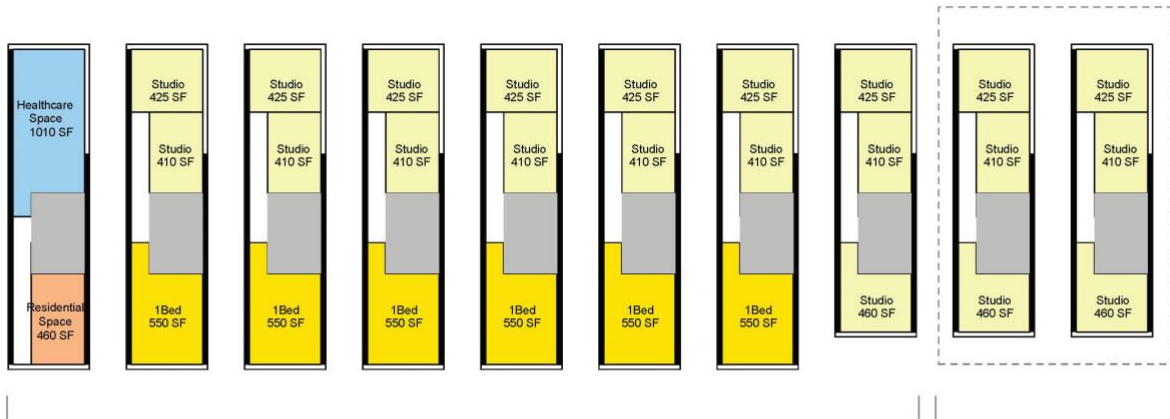
Single Lot - Opt 3



Combined Lots

Unit Mix

Combined Lot - Opt 1



Quality Housing
Studio: 15
1 Bedroom: 6

AIRS Addition
Studio: 6

Total with AIRS
Studio: 21
1 Bedroom: 6

Programming

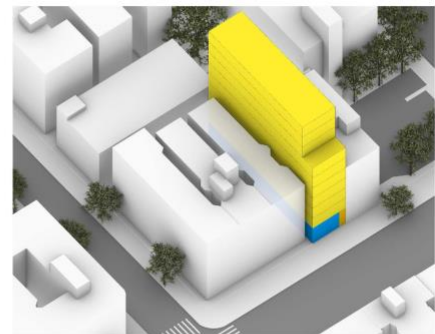
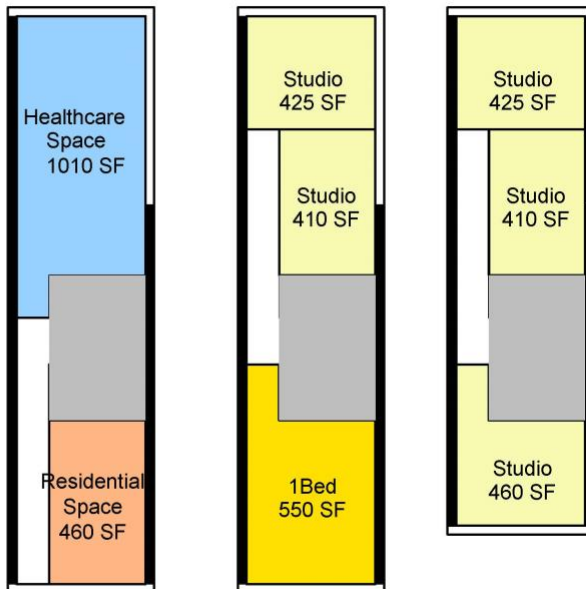
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Unit Arrangement

Combined Lot - Opt 1



AIRS Zoning Massing

Programming

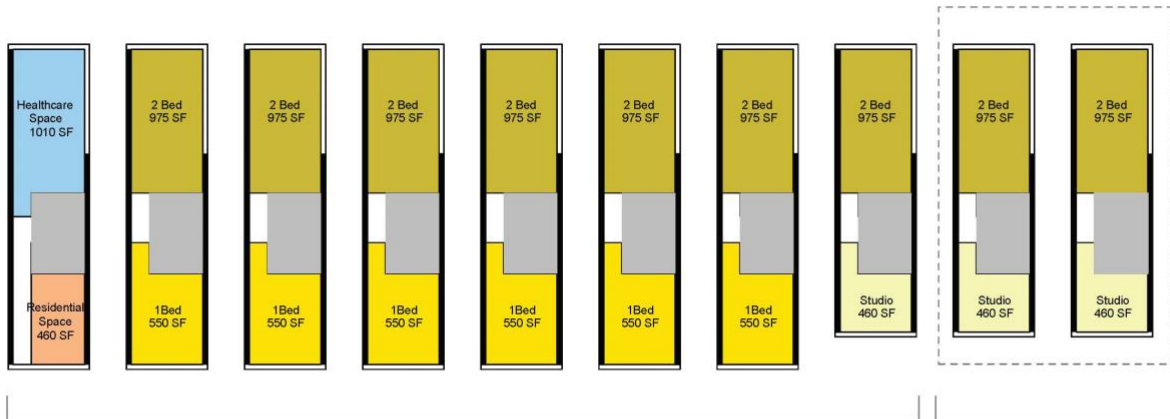
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Unit Mix

Combined Lot - Opt 2



Quality Housing
 Studio: 1
 1 Bedroom: 6
 2 Bedroom: 7

AIRS Addition
 Studio: 2
 2 Bedroom: 2

Total with AIRS
 Studio: 3
 1 Bedroom: 6
 2 Bedroom: 9

Programming

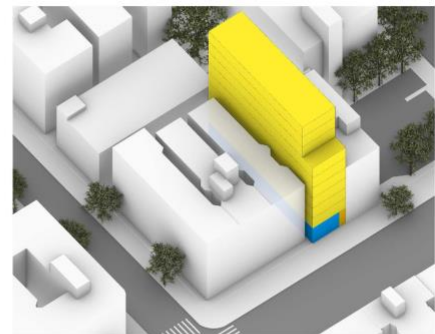
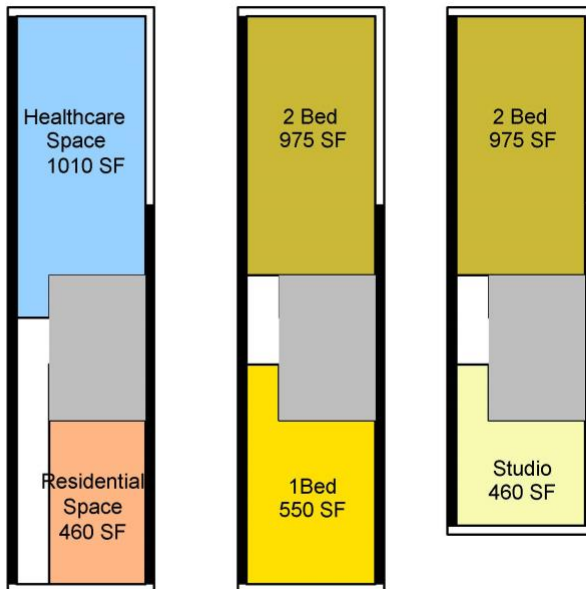
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Unit Arrangement

Combined Lot - Opt 2



AIRS Zoning Massing

Programming

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Attachment C - Insurance Requirements

ATTACHMENT C - NYLOP INSURANCE REQUIREMENTS

COVERAGE TYPE	EXTENT OF REQUIREMENT	MINIMUM LIMITS	FORMS & REQUIRED ENDORSEMENTS
Workers' Compensation/ Employer's Liability	Mandatory for ALL	Workers' Compensation: Statutory for the State of New York Minimum Employer's Liability \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit	Form: As required in the State of New York Endorsements: <ul style="list-style-type: none"> • Waiver of Subrogation • Primary & Non-Contributory Clause • New York State Amendatory Endorsement or All Other States • Endorsement for companies domiciled outside of New York
Commercial General Liability	Mandatory for ALL	\$1,000,000 per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products /Completed Operations \$1,000,000 Personal/Advertising Injury \$5,000 Medical Expenses Combined Single Limit	Form: General Liability ISO CG 00 01 or equivalent Endorsements: <ul style="list-style-type: none"> • LISC, BBC As Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause • Separation of Insureds Clause
Business Auto Liability	Mandatory for ALL	\$1,000,000 Combined Single Limit	Form: Business Auto Form CA 00 01 or equivalent Coverage to be applicable to Owned, Non-Owned, and/or Hired Autos Endorsements: <ul style="list-style-type: none"> • LISC, BBC As Additional Insured • Waiver of Subrogation • Primary & Non-Contributory Clause • Separation of Insureds Clause
Professional (Errors and Omissions Liability)	Mandatory for ALL	• \$1,000,000 for projects with construction costs up to \$5,000,000	Endorsements: <ul style="list-style-type: none"> • Primary & Non-Contributory Clause

		<ul style="list-style-type: none"> • \$3,000,000 for projects with construction costs between \$5,000,000 and \$25,000,000 or as otherwise determined on a case-by-case basis by BBC, in its sole discretion • \$5,000,000 for projects with construction costs exceeding \$25,000,000 or as otherwise determined on a case-by-case basis by BBC, in its sole discretion. 	<ul style="list-style-type: none"> • Policy must include a 3-year Extended Reporting Period Option
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- All policies must:
 - be written by insurers authorized or licensed to do business in the State of New York.
 - be written by insurers with minimum AM Best Rating of "A minus" and Financial Size Category of "VII".
 - be endorsed to provide BBC 30 days written notice of material change or cancellation, excluding non-payment; name LISC as additional insured
- Contractors are required to confirm and maintain proof of coverage for all their subcontractors for the duration of the contract
- Policies must not exclude any operation within the scope of the contract or services to be provided to BBC
- Limits can be adjusted depending on scope and size of contract.

Exhibit A – Disclosure Certification

EXHIBIT A RESPONDENT'S DISCLOSURE CERTIFICATION

All Respondents responding to this Solicitation must submit a Respondent Disclosure Certification. This certification must be completed accurately and notarized. If a financial or personal interest exists (i.e., if you answer yes to any questions. Respondents must make a full and separate disclosure as described in the Financial Interest Disclosure section of this Respondent Disclosure Certification.)

For the purposes of this Respondent Disclosure Certification, the following terms shall have the following meanings defined below:

BBC Employee means any person who works BBC fulltime, parttime, temporary or contract employee. **Current** means as of the date the disclosure is made. **Former** means within the last 12 months from the date of this disclosure. **Immediate Family Member** means, spouse, mother, father, brother, sister, child (whether related as “half” relative. e.g., half-brother or stepchild) partner or a significant other living in the same household. **Public Official** means any public official, member of a local governing body or State or local legislator, members of a delegate to the Congress of the USA or resident commissioner. **Resident Commissioner** means an individual appointed to oversee a territory or possession of the U.S.

Please respond to each question by checking the applicable response. If your answer is “Yes” to any question, please see the Financial or **Personal Interest Disclosure** section.

BBC EMPLOYEE DISCLOSURES

- | | | |
|--|-----|----|
| (1) Do you employee a current or former employee of immediate family member of a current or former employee of BBC? | Yes | No |
| (2) Do any current or former BBC employees or immediate family members of current or former BBC employees have a direct or indirect interest in your business? | Yes | No |

BBC BOARD OF DIRECTORS OR GOVERNING BODY DISCLOSURES

- | | | |
|--|-----|----|
| (3) Do you employee current or former officers or members of BBC’s Board of Director or Governing Body or any immediate family members of the Board of Commissioner? | Yes | No |
| (4) Are you or any person employed by your business current officers or members of BBC’s Board of Directors or Governing Body? | Yes | No |
| (5) Do any current officer or member of BBC’s Board of Directors or Governing Body or immediate family members or current or former members of BBC’s Board of Directors or Governing Body have a direct or indirect interest in your business? | Yes | No |

PUBLIC OFFICIALS DISCLOSURES

(6) Do you employee current or former public officials or any immediate family members of public officials? Yes No

(7) Do any current or former public officials have a direct or indirect interest in your business? Yes No

I _____, an officer authorized to make this certification on behalf of the Respondent, _____, hereby certify and swear that the information provided above regarding the Respondent is true and correct as of the date of this Certification is made and that the Respondent has no known conflicts of interest or personal or financial interests in this Solicitation.

I understand that Respondent is responsible for updating this information and providing all disclosures to BBC as soon as such information is discovered by Respondent or as soon as such information should have been discovered by the Respondent. I understand that failure to provide such disclosure may lead to a negative note on BBC's Vendor Performance Record.

Signature

Date

Name

Title

Sworn to and subscribed

Before me this _____ day of _____ 20__

NOTARY PUBLIC

My commission expires _____

FINANCIAL OR PERSONAL INTEREST DISCLOSURE

Respondents having a financial, contractual, organizational, or personal interest in this Solicitation or subsequent Contract shall make an immediate, full, and complete disclosure in writing to the Executive Director or Designated Officer, in the form of a Disclosure Statement.

Any Disclosure Statement must be presented on the Respondent's letterhead, notarized, and signed by the individual making the disclosure. If applicable, provide the following information on the Disclosure Statement:

- Describe the nature of the interest (personal/financial)
- Names of individuals involved/associated with BBC and Vendor
- Title of individuals named above
- Relationships
- Value of financial interest
- Type of involvement (principal, officer, employee, etc.)
- Names and address of business
- Social Security number or TIN

Exhibit B - W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																													
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																														
	2 Business name/disregarded entity name, if different from above																																																																														
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____																																																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																																														
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)																																																																													
	6 City, state, and ZIP code																																																																														
	7 List account number(s) here (optional)																																																																														
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr><tr><td colspan="4">-</td><td colspan="3">-</td><td colspan="4"></td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr><tr><td colspan="4">-</td><td colspan="7"></td></tr></table>			Social security number																						-				-							or											Employer identification number																						-										
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																															
Sign Here	Signature of U.S. person ▶																																																																														
	Date ▶																																																																														
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none">• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																																															

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit C – Non-Collusive Affidavit

EXHIBIT C

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT
(Prime Bidder)

State of _____

ss

County of _____

_____ being first duly
sworn, deposes and say that:

1. He/she is (owner, partner, officer, representative or agent) of _____
_____ the party making the foregoing proposal or bid; foregoing proposal or bid;
2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;
3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid or proposal in connection with the contract for which the attached with said contract, or has in any manner, directly or indirectly, sought by agreement or collusive or communication or conference with any other bidder, firm or person to fix the price or prices in the attached proposal or bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of this or any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Housing Authority of the City of New Britain or any person interested in the proposed contract
5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant and
6. All statements in said proposal or bid are true.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____ 2022

Notary Public

My commission expires _____ 20 ____

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Exhibit E – Key Business Terms

Exhibit D. NYLOP CO-DEVELOPER TERM SHEET		
Instructions: BBC will evaluate responses based on the following terms. Respondent must fill in Co-Developer Name and must provide a response to every business term listed here. Use this table and additional sheets (if necessary) to provide responses. If additional sheets are provided, clearly label the Business Term being responded to and the Co-Developer responses		
CO-DEVELOPER:		
	Business Term	Co-Developer Response
Indemnification	Co-Developer shall indemnify, defend, and hold harmless BBC, its officials, agents, and affiliates against any liability for any suits, actions, judgments, injuries, damages, losses, or claims of any character, including attorney's fees, arising from, or relating to the conduct, acts, or omissions of the Co-Developer, its employees, partners, or subcontractors in connection with the performance of services and obligations under the contract. The requirements of the indemnification provision shall survive the termination of the contract.	
Relocation and Supportive Services	Relocation (if required) and supportive services costs to be included in the project budget.	
Asset Management	BBC will maintain certain oversight and monitoring responsibilities for all residential and non-residential property. To cover these costs, the Co-Developer will underwrite an asset management fee payable to the BBC following occupancy. Co-Developer may also receive an asset management fee.	
Ownership Structure	BBC expects to participate in the ownership structure and serve as co-developer through an affiliate entity. Provide a proposed organizational structure and assumptions of % of ownership. BBC will not provide guarantees.	
Real Estate Tax Abatement or Exemption	If assumed by Co-Developer, explain how this will be secured.	

Construction Monitor	Cost of BBC construction monitor/clerk of the works to be included in the project budget.	
Site Specific Plan Approvals	Final site-specific plans are subject to input from community stakeholders and City of New York review.	
Operating Subsidy	Must comply with project-based voucher and any subsidy program's requirements.	
Co-Developer Overhead	Co-Developer overhead will not be an allowable development cost.	
Developer Fee	Co-Developer to maximize fees permitted by finance and funding sources. BBC expects to earn at least 25% of earned developer fee. The developer fee to be paid to BBC will be on a similar payout schedule as earned by the Co-Developer. Deferred developer fee on a pari passu basis.	
Co-Developer	BBC to function as a co-developer.	
Guarantees	Co-Developer will provide all necessary and required guarantees to investors and lenders, such as completion, lease up, stabilized occupancy, etc. BBC will not provide any guarantees typically required of developers by investors or lenders.	
Financing	Co-Developer responsible for obtaining all financing necessary to complete the project. BBC will assist in securing financing from City and other funders.	

	<p>Developer to solicit and select third party lenders and investors; BBC expects Co-Developer to demonstrate competitive rationale for lender/investor selection; BBC expects to review and approve the equity investor.</p> <p>All tax credit applications will be prepared by the Co-Developer and provided to BBC for review prior to submission; the parties will establish reasonable review period to ensure adequate time for review and discussion.</p>	
Development Budget and Schedule	Subject to BBC's approval and included as an Exhibit to the MDA.	
Cash Flow	50/50 after all project obligations are satisfied. BBC's share of cash flow will not be used as a source of repayment of any BBC note.	
Third Party and Affiliated Entities	Fees to the General Contractor or Construction Manager, and any affiliated entity are subject to lender/investor/regulatory agency standards for overhead, profit, and general conditions.	