Form A: Completeness Checklist and Applicant’s Letter

**A1 – Completeness Checklist (Tab A)**

Before completing the following forms, please see instructions in **Section VI (Submission Content and Completeness)**.

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| **Tab** | **Form** |  |
| A | **Completeness Checklist and Respondent’s Letter** |  |
| 1. Completeness Checklist (Form A-1) |  |
| 2. Respondent’s Letter (Form A-2) |  |
| B | **Executive Summary** |  |
| 1. Executive Summary (*provided by Applicant*) |  |
| 2. Project Summary (Form B) |  |
| C | **Trade Secrets** *(as applicable)* |  |
| D | **Developer Respondent Description** |  |
| 1. Brief Narrative |  |
| 1. Development Team Information and Respondent Questionnaire (Form D-1) |  |
| 1. Not-For-Profit Corporation Form (Form D-2) |  |
| 1. Organizational Structure |  |
| 1. Project Staffing and Governance Plan (*optional*) |  |
| 1. Organizational charts, schedules, and project budgets (*optional*) |  |
| E | **Development Team Experience and Capacity** |  |
| 1. Brief Narrative |  |
| 1. Residential Development Experience and Current Workload (Form E-1) |  |
| 1. Residential Management Experience and Current Workload (Form E-2) |  |
| 1. Management Questionnaire (Form E-3) |  |
| 1. Social Service Provider Experience and Current Workload (E-4) |  |
| 1. Properties Owned and/or Managed in New York City (E-5) |  |
| 1. Other Members of Development Team (*provided by Applicant*) |  |
| 1. Affirmative Capacity Statement (*provided by Applicant*) |  |
| G | **Financing Proposal** (*provided by Applicant*) |  |
| 1. Financing Narrative |  |
| 1. Financing Scenario (Form G-1 and Form G-2 if applicable) |  |
| 1. Rents and AMIs |  |
| 1. Superintendent’s Unit |  |
| 1. Project Budgets |  |
| 1. Maintenance and Operating Expenses |  |
| 1. Tax Exemption Programs |  |
| 1. Competitive Funding Sources |  |
| 1. Social Services for Tenants |  |
| 1. Regulatory Term |  |
| 1. Rental Comparables |  |
| H | **Financing Letters of Interest and Historical Financing Letters of Interest/Award Letters** (*provided by Applicant*) |  |
| 1. Financing Letters of Interest |  |
| 1. Historical Financing Letters of Interest/Award Letters |  |
| I | **Assets Statement and References** (Form I) |  |
| J | **Development Program** (*provided by Applicant*) |  |
| 1. Development Program Narrative |  |
| K | **Community and Economic Development** (*provided by Applicant*) |  |
| 1. Community Engagement Narrative |  |
| 1. Job Outreach Plan |  |
| 1. Plan for neighborhood investments and/or community programs (*optional*) |  |
| L | **Design Narrative** (*provided by Applicant*) |  |
| **Resilient & Sustainable RFP: Checklist & Narrative** (Form L) |  |
| M | **Architectural and Urban Design Drawings** (*provided by Applicant*) |  |
| 1. Area Plan and Photos |  |
| 1. Zoning Analysis and Building Code |  |
| 1. Site Plan and Urban Design |  |
| 1. Building Design |  |
| 1. Submission Completeness Requirements |  |

**324 East 5th Street RFP**

**Form A2 – Applicant’s Letter**

NYC Department of Housing Preservation and Development

Office of Neighborhood Strategies

Division of Planning and Predevelopment, Predevelopment Unit

100 Gold Street, Room 9X

New York, NY 10038

Attention: Ulises Linares

Re: Proposal in Response to 324 East 5th Street RFP

Dear Mr. Linares:

This letter is being submitted in connection with my proposal (“Proposal”) submitted in response to the Request for Proposals (“RFP”) issued by the Department of Housing Preservation and Development (“HPD”) of the City of New York (“City”) for the 324 East 5th Street RFP.

I have received, read, and understand the provisions of the RFP. I understand that selection of an Applicant (“Applicant”) under the RFP for disposition of the Development Site(s) and the development of the Project described in the RFP (“Project”) will mean only that HPD will commence negotiations with such Developer regarding the development of the Development Site(s).

I recognize that any negotiations with HPD will be subject to the following terms and conditions:

1. The commencement of negotiations will not represent any obligation or agreement on the part of the City, which may only be incurred or entered into by a written agreement which has been (i) approved as to form by the City’s Law Department, (ii) approved by the Mayor after a hearing on due notice; and (iii) duly executed by the Applicant and the City. The Negotiation Letter will only indicate HPD’s intention to commence negotiations, which may ultimately lead to the execution of such an agreement.

2. The Applicant will not have permission to enter upon the Development Site(s), which permission will only be granted, if at all, in the form of a license agreement duly executed by the Applicant and the City. The execution of any such license agreement, if it occurs, will only indicate that the City has granted permission for the Applicant to enter onto the Development Site(s) for the limited purposes stated in the scope of work set forth therein, and will not indicate that the City reached any other agreement with the Applicant regarding the Development Site(s) or the Project.

3. The following requirements will have to be satisfied prior to the disposition of the Development Site(s):

The disposition of the Development Site(s) and tax exemptions to be granted, if any, must be reviewed and approved in accordance with all applicable HPD and City policies, which include, but are not limited to, the following:

a. The Applicant, any other potential grantee of the Development Site(s), and their respective Principals must successfully undergo a background check concerning their suitability to do business with the City.

b. The Development Site(s) will not be sold to any person or entity which, or to any entity with a Principal who: (i) has not fulfilled development responsibilities undertaken in connection with the City or other governmental entities, (ii) is in default on any obligations to the City, (iii) is a former owner of the Development Site, or (iv) has lost real property to the City in tax or lien enforcement proceedings.

c. The price and other terms for the disposition of the Development Site(s) and the tax exemption(s) to be provided, if any, will be consistent with applicable City policies.

d. The grantee must execute legal documents in form and substance acceptable to HPD and in form approved by the City’s Law Department.

4. During negotiations, the Applicant must diligently, competently, and expeditiously comply with all requirements communicated to the Applicant by HPD.

5. The design of the Project must comply with any applicable HPD development requirements and guidelines.

6. Either HPD or the Applicant may terminate negotiations at any time with or without cause. Negotiations may be terminated if Applicant does not commence construction within eighteen (18) months from the date of the Negotiation Letter.

7. If negotiations are terminated by either HPD or the Applicant, whether with or without cause, or if negotiations terminate automatically, then neither the City nor the Applicant will have any rights against or liabilities to the other.

8. The City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Applicant at any time, including, but not limited to, the cost of: (i) any prior actions by the Applicant in order to respond to any selection process, or (ii) any future actions by the Applicant in connection with the negotiations, including, but not limited to, actions to comply with requirements of HPD, the City, or any applicable laws.

Very truly yours,

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Signature

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Title

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Applicant