Seniors First RFP: Kingsborough and morris houses

Form A-2: Applicant Letter

*Before completing the following form, please see instructions in* ***Section VII Submission Content and Completeness****.*

New York City Housing Authority

Real Estate Development Department

90 Church, 5th Floor

New York, New York 10007

Attention: Matt Charney

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

Re: Response to NYCHA Seniors First RFP: Kingsborough and Morris Houses

To whom it may concern:

This letter is being submitted in connection with my proposal (“Proposal”) submitted in response to the Request for Proposals (“RFP”) issued by the New York City Housing Authority (“NYCHA”) and Department of Housing Preservation and Development (“HPD”) of the City of New York (“City”) for two development sites at Kingsborough Extension and Morris Houses.

I have received, read, and understand the provisions of the RFP. I understand that selection of an respondent (“Respondent”) under the RFP for disposition of the Development Site(s) and the development of the Project(s) described in the RFP (individually and collectively the “Project”) will mean only that NYCHA and HPD will commence negotiations with such selected Respondent regarding the development of the Development Site(s). I recognize that any negotiations with NYCHA and 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 Respondent and the City. The Negotiation Letter will only indicate NYCHA and HPD’s intention to commence negotiations, which may ultimately lead to the execution of such an agreement.

2. The commencement of negotiations will not represent any obligation or agreement on the part of the NYCHA, which may only be incurred or entered into by a written agreement which has been (i) approved as to form by NYCHA’s Law Department, (ii) approved by the NYCHA Board; and (iii) duly executed by the Respondent and NYCHA. The Negotiation Letter will only indicate NYCHA ‘s intention to commence negotiations, which may ultimately lead to the execution of such an agreement.

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

4. The following requirements will have to be satisfied prior to the disposition of the Development Site:

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

b. The Development Site 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, NYCHA or other governmental entities, (ii) is in default on any obligations to the City or NYCHA, (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 and the tax exemption(s) to be provided, if any, will be consistent with applicable City and NYCHA policies.

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

5. During negotiations, the Respondent must diligently, competently, and expeditiously comply with all requirements communicated to the Respondent by NYCHA and HPD.

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

7. NYCHA, HPD or the Respondent may terminate negotiations at any time with or without cause.

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

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

Very truly yours,

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Signature

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