New York City Housing Authority

Permanent Affordability Commitment Together (PACT)

Request for Qualifications for Small-Scale Partners NYCHA RFQ #68293

Issue Date: April 12, 2019

Response Due Date: May 10, 2019

City of New York
Bill de Blasio, Mayor

Kathryn Garcia, Interim Chair & CEO
New York City Housing Authority
www.nyc.gov/nycha

Table of Contents

1. Introduction

In December 2018, the Mayor's Office and the New York City Housing Authority ("NYCHA" or the "Authority") released *NYCHA 2.0*, a comprehensive plan to preserve the city's public housing. This 10-year plan will address $24 billion in vital repairs in New York City's aging public housing and ensure residents have the safe, decent, and affordable homes they deserve. *NYCHA 2.0* builds on and expands upon NYCHA's 2015 strategic plan, *NextGeneration NYCHA*.

An important strategy outlined in the *NYCHA 2.0* and *NextGeneration NYCHA* plans is to leverage programs of the U.S. Department of Housing and Urban Development ("HUD") to preserve existing public housing stock via Section 8 conversion under NYCHA's preservation initiative called "PACT" – Permanent Affordability Commitment Together. Using PACT, NYCHA identifies resources and opportunities to make major improvements to its public housing developments while preserving long-term affordability and maintaining strong resident rights in line with public housing protections. *NYCHA 2.0* established the PACT goal to convert at least 62,000 public housing units to Section 8 by the end of 2028, thus addressing roughly $12.8 billion of the Authority's capital needs.

PACT includes Section 8 conversion mechanisms such as the federal Rental Assistance Demonstration ("RAD"), the Section 18 disposition process ("Section 18"), and the Part 200 disposition process ("Part 200") that is being used to turn on subsidy for NYCHA's "Unfunded Units" (also known as "LLC II" and "City & State Developments"). To date, NYCHA has leveraged these HUD tools to convert approximately 3,900 units.

At its core, PACT is a partnership between the Authority, NYCHA residents, development teams, and community and housing advocates intended to preserve NYCHA's affordable housing stock and achieve the following goals:

1. Financially stabilize the developments and establish new financing options for critically-needed repairs and on-going operations by adding units to a Section 8 voucher platform;
2. Address the 20-year capital needs of developments in dire need of repairs;
3. Increase property management capacity; and
4. Improve access to social services and community amenities for NYCHA residents.

Below is more detailed information about each conversion mechanism under PACT.

Rental Assistance Demonstration (RAD)
RAD shifts public housing funding to stable Section 8 funding and enables NYCHA and its development partners to leverage private debt and equity to complete repairs. Ongoing federal funding levels remain the same. More information about RAD is available at https://www.hud.gov/rad/.

Section 18 and Tenant Protection Vouchers (TPVs)
NYCHA uses the Section 18 disposition process to apply for Tenant Protection Vouchers ("TPVs"), which are a higher-value Section 8 funding stream relative to RAD. The TPV funding is then project-based at the converting developments. This additional federal subsidy enables NYCHA and its development partners to leverage more private debt and equity, which are needed to fund repairs in many of NYCHA's highest-need developments (i.e., those that meet the federal cost obsolescence criteria). More information about

Section 18 is available at
https://www.hud.gov/program_offices/public_indian_housing/centers/sac/demo_dispo.

Part 200 Conversion

NYCHA had eight developments that were originally constructed and funded by the City and State of New York but never received dedicated public housing funding once they were brought into NYCHA's portfolio. NYCHA is now using its existing Section 8 resources to convert these developments to project-based funding, which enables the Authority and its development partners to leverage private debt and equity to complete repairs. Ongoing federal funding levels are higher relative to RAD contract rents.

2. Request for Qualifications

Converting and rehabbing 62,000 public housing units in ten years is an ambitious goal. As such, NYCHA is committed to inclusivity and partnering with as many qualified non-profit and for-profit entities as possible to achieve the goal and make these conversions responsive to residents' needs. Additionally, there are many small-scale and large-scale developers, property management companies, general contractors, and social service providers that can become PACT partners. As such, NYCHA seeks to leverage their breadth and depth of experience to bring positive change to our residents. Therefore, NYCHA is releasing two simultaneous solicitations to invite both small-scale and large-scale entities to partner with us on our PACT conversion pipeline. Prospective non-profit and for-profit partners should apply to the appropriate RFQ based on the following threshold requirements:

Type of Partner	"Small-Scale" Threshold	"Large-Scale" Threshold
Developer	Completed at least 1 residential rehabilitation project with a total development cost (TDC) of at least $10 million within the past 7 years	Completed at least 1 residential rehabilitation project with a total development cost (TDC) of at least $75 million within the past 7 years
Property Management Company	Managed at least 100 units of affordable Section 8 or otherwise regulated housing in the past 7 years	Managed at least 1,000 units of affordable Section 8 or otherwise regulated housing in the past 7 years
General Contractor	Completed at least 1 tenant-in-place rehab construction project of at least $5 million in hard costs within the past 7 years Experience with prevailing wage and labor monitoring	Completed at least 1 tenant-in-place rehab construction project of at least $50 million in hard costs within the past 7 years Experience with prevailing wage and labor monitoring
Social Service Provider	Annual contract services budget of at least $100,000	Annual contract services budget of at least $1 million

NYCHA is seeking applications ("Applications") in response to this Request for Qualifications (inclusive of all appendices attached hereto, this "RFQ") from qualified small-scale applicants ("Applicants") to be included in a list of "Pre-Qualified Partners" as defined below for the PACT preservation portfolio. This RFQ is open to developers, property management companies, general contractors, and social service providers. Applicants selected under this RFQ shall become Pre-Qualified Partners that will be eligible to be invited by NYCHA to form "Project Teams" and submit proposals to compete for forthcoming PACT conversion projects ("Projects"). Project Teams will be selected for Projects based on their ability to undertake the required capital, operations, and social service work at each specific site or set of sites ("Properties").

NYCHA strongly encourages Small Business Enterprises (SBEs), Minority-Owned Business Enterprises (MBEs), Women-Owned Business Enterprises (WBEs), and not-for-profit organizations to respond to this RFQ. Furthermore, site-based community groups will be able to join Pre-Qualified Partners on forthcoming solicitation responses for Projects, but such entities are also welcomed to respond to the RFQs.

To address NYCHA's high and unique capital needs at its public housing campuses, NYCHA reserves the right to change any part of a Project as deemed appropriate. Therefore, NYCHA can cancel solicitations, remove members of a Project Team, and add new members to a Project Team from a Pre-Qualified List. In lieu of a solicitation process, NYCHA may draw from a Pre-Qualified List to commence negotiations for a Project.

Applicants should note that the New York City Housing Development Corporation ("HDC") will be the primary underwriter and lender for the Projects. HDC will assemble, coordinate, or provide senior, and in some cases, subordinate financing funded by, but not limited to, taxable or (non-volume cap) tax-exempt bonds issued through a bond resolution created solely to facilitate PACT transactions. HDC subordinate loans shall be funded by City capital, if available.

3. Overview of the Solicitation Process

Please see below for an outline of the solicitation process.

RFQ STAGE

PHASE 1: Release RFQ (April 2019)
The first step of the solicitation process allows NYCHA to canvass and pre-qualify potential small-scale and large-scale partners, in the non-profit and for-profit sectors, who are interested in participating in forthcoming Projects.

PHASE 2: **Establish Pre-Qualified Partners List (May 2019)**
The second step is to develop the "Pre-Qualified List" based on responses from Applicants to this RFQ. All Applicants must adhere to the requirements of this RFQ. Applicants are responsible for providing all required materials for submission as detailed in Section 5, *Submission Requirements*. NYCHA and HDC will review each Application based on the "Qualification Criteria" detailed in Section 4, *Qualification Criteria*. Those Applicants whose Applications meet the Qualification Criteria will be designated as Pre-Qualified Partners and will be eligible to respond to solicitations for future Projects. The list of Pre-Qualified Partners will be made public to facilitate the creation of Project Teams.

This RFQ will be re-released in the first quarter of each calendar year to allow existing Pre-Qualified Partners to update their information and for new Applicants to submit their Applications. Upon each annual re-release of this RFQ, existing Pre-Qualified Partners will be required to send relevant updates related to their existing capacity or any relevant new experience.

PROJECT SOLICITATION STAGE

PHASE 3: **Release Project Sites (beginning in June 2019 and continuing on at least a quarterly basis)**
In the third step, Pre-Qualified Partners will be invited to form Project Teams with other entities on the Pre-Qualified Lists established by both RFQs and compete for Projects. NYCHA will release project solicitations as new PACT Properties are identified and announced on at least a quarterly basis starting in Q2 2019. NYCHA may release Properties to the full list of Pre-Qualified Partners or may elect to release to a targeted subset of Pre-Qualified Partners.

Solicitations for forthcoming Projects will contain physical information about the Properties comprising each Project. NYCHA will invite Pre-Qualified Partners to submit proposals for the rehabilitation, property management, and financing of the conversion of the Properties to Section 8 along with the associated social services delivery and hiring and training of NYCHA and other low-income residents. Following the release of each solicitation, NYCHA will host a pre-submission conference to help Pre-Qualified Partners meet other entities with which they may want to partner for specific Projects. Once Properties are released, Pre-Qualified Partners must select site-based social service providers to team with them on a proposal.

NYCHA and HDC may disapprove the inclusion of any member of a Project Team and/or require a "Selected Partner" as defined in Section 10.A to substitute other individuals or firms on the Project Team. Additional information regarding subsequent project solicitations may be found in Appendices B and C.

4. Qualification Criteria

REVIEW PROCESS

NYCHA will evaluate each Application according to the "Threshold Requirements" below, considering the information provided in the Application, references, and any other information about the Applicant's performance available to NYCHA.

THRESHOLD REQUIREMENTS

A. Completeness of Application and Conformance with the RFQ
The Application must contain all documentation required under Section 5, *Submission Requirements*. All required forms must be fully completed, and all other application requirements met at the time of Application submission. Upon review, however, NYCHA, at its discretion, may notify an Applicant that additional information or clarification is necessary and ask the Applicant to submit such information in a timely manner as determined by NYCHA.

B. FOR DEVELOPER APPLICANTS:
At least one Principal of the Applicant must have prior comparable development experience, defined as the successful completion – as Principal – of at least one (1) residential rehabilitation project with a total development cost between $10 million and $75 million within the past seven (7) years.

C. FOR PROPERTY MANAGEMENT APPLICANTS:
The Applicant must have prior comparable rental management experience, defined as the successful management of at least 100 units and no more than 1,000 units of affordable Section 8 or otherwise regulated housing within the past seven (7) years.

D. FOR GENERAL CONTRACTOR APPLICANTS:
The Applicant must have prior comparable tenant-in-place rehabilitation construction experience, defined as the successful completion of at least one (1) residential rehabilitation project with a total hard cost between $5 million and $50 million within the past seven (7) years. General Contractor Applicants must also demonstrate experience with prevailing wage jobs and labor monitoring.

E. FOR SOCIAL SERVICE PROVIDER APPLICANTS:
The Applicant must have an annual contract services budget between $100,000 and $1,000,000.

If an Applicant currently does not meet the applicable threshold requirement for their entity type, the Applicant is encouraged to re-apply to the RFQ during the next annual re-release.

5. Submission Requirements

Each Applicant is required to submit one (1) signed original and one (1) copy of its Application. In addition to the paper copies of the Application, Applicants shall submit two (2) complete and exact copies of the Application on flash drives in Microsoft Office (2010 version or later) or Adobe PDF format. The original signed hard copy must be clearly labeled as such. If there are any differences between the original and any of the copies, the material in the hard copy original will prevail.

The Application must be submitted to: NYCHA Procurement Department, 90 Church Street, 6th Floor, New York, NY 10007 to the attention of Meddy Ghabaee by hand delivery or by certified mail up to **2:00 PM on Friday, May 10, 2019** (the "Deadline Date"). No Applications will be accepted after 2:00 PM on the Deadline Date unless the Deadline Date is extended by NYCHA for all Applicants.

NYCHA reserves the right to reject any and all of the Applications received under this RFQ.

Applicants must submit all forms and supporting documentation as described below in order for their Applications to be considered by NYCHA. Only Applications from " Principals," as defined in Section 10.A, *Definitions*, will be considered. All submissions become the property of NYCHA.

Each Application must be tabbed as indicated below. The tabs must run down the right-hand side of the physical submissions.

As part of its Application, the Applicant must complete and submit any of the following relevant forms:

- ***Form 1: Applicant's Letter***
- ***Form 2: Not-For-Profit Organization Information and Questionnaire***
- ***Form 3: Assets Statement***
- ***Form 4A: Residential Development Experience (Preservation/Affordable Housing)***
- ***Form 4B: Residential Development Experience (New Construction/Affordable Housing)***
- ***Form 4C: Residential Development Experience (Preservation/Market Rate Housing)***
- ***Form 4D: Residential Development Experience (New Construction/Market Rate Housing)***
- ***Form 5A: Residential Management Experience (Preservation/Affordable Housing)***
- ***Form 5B: Residential Management Experience (New Construction/Affordable Housing)***
- ***Form 5C: Residential Management Experience (Preservation/Market Rate Housing)***
- ***Form 5D: Residential Management Experience (New Construction/Market Rate Housing)***
- ***Form 5E: Residential Management Experience Questionnaire***

Contents of Application and Tabbing

TAB A: Applicant Description
The Applicant must indicate if they are applying to the RFQ as a Developer, Property Management Company, General Contractor, or Social Service Provider, and demonstrate that they meet the applicable Threshold Requirement in Section 4, *Qualification Criteria*.

The Applicant must complete and submit ***Form 1: Applicant's Letter***. If the Applicant is a joint venture, the Principals of each entity that comprises the joint venture must be identified, and a Principal of each entity must sign Form 1. If the Applicant is a not-for-profit entity or is partnering with a not-for-profit entity, the Applicant must identify as such in, and submit, ***Form 2: Not-For-Profit Organization Information and Questionnaire***.

The Applicant must provide resumes of key members of the team and/or brochures describing the Applicant and any similar projects in which the Applicant has been involved. This information may include descriptions of projects that the Applicant has developed, or clarification of information provided in the forms included in the Application.

The Applicant may also submit any additional information related to the Application that the Applicant wishes to include but that has not been specifically requested in this RFQ. This section of the Application may include articles and other material not specifically prepared for the Application in response to this RFQ, but that the Applicant believes will help NYCHA evaluate the Applicant's qualifications. All materials must be in a format that can be included under Tab A. Applicants must also disclose all previous participation in NYCHA and City-assisted projects.

The Applicant must list all projects in which they are currently involved and include estimated completion dates for each project.

TAB B: Assets and Financial Statements

The Applicant must complete and submit ***Form 3: Assets Statement*** and provide audited financial statements from the three (3) most recent fiscal or calendar years for the Applicant or the Applicant's parent company.

TAB C: FOR DEVELOPER AND PROPERTY MANAGEMENT APPLICANTS ONLY: Development Experience, Management Experience, and Current Workload

The Applicant must complete the below relevant forms.

1. ***Residential Development Experience (Forms 4A-4D)***
   A separate form shall be submitted for each Principal. ***Please delineate which development experience(s) pass threshold***.

2. ***Residential Management Experience (Forms 5A-5D)***
   A separate form shall be submitted for each Principal. ***Please delineate which management experience(s) pass threshold***. Additionally, please answer the questions detailed in ***Form 5E: Residential Management Experience Questionnaire*** on a separate page.

6. Conditions, Terms, and Limitations

This RFQ is subject to the specific conditions, terms, and limitations stated below:

1. Applications submitted shall be deemed to incorporate all the terms and conditions contained in this RFQ. Applicants will be deemed to have consented to such terms by submitting an Application in response to this RFQ.

2. The Properties will be leased in "as-is" condition. NYCHA requires the Selected Partner to assume the obligation to remediate any environmental contamination (including pre-existing environmental conditions, known or unknown), comply with all environmental requirements, including any requirements of any governmental entity as a result of CEQRA, SEQRA and/or NEPA, indemnify NYCHA for any claims that may be made against them in the future as a result of the foregoing, and release NYCHA from any claims that the Selected Partner or its affiliates may have in the future arising out of the conditions at the Properties. NYCHA, or any of its respective officers, agents, and employees, make no representation whatsoever as to the physical condition of the Properties or their suitability for any specific use. All due diligence is the responsibility of the Applicant and Applicants are urged to satisfy themselves with respect to the condition of the Properties, the information contained herein, and all limitations or other arrangements affecting the Properties. NYCHA will not be responsible for any injury or damage arising out of or occurring during any visit to the Properties.

3. The proposed Project shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, the New York City Building Code, and all other applicable laws, regulations, and ordinances of all Federal, State, and City authorities having jurisdiction, as the same may be amended from time to time.

4. Valid permits and approvals, as required by City, State, and Federal agencies, shall be obtained by the Selected Partner prior to commencing work.

5. The commencement of negotiations with an Applicant will depend on satisfaction of the documentation and review requirements described in this RFQ and will be subject to review by NYCHA and HDC. The continuation of negotiations with an Applicant may depend on the Applicant's provision of additional documentation as required by NYCHA.

6. NYCHA will lease the Properties pursuant to approval from HUD, and all documentation, including, but not limited to, the Lease, shall be in form and substance satisfactory to NYCHA, HDC, and HUD.

7. An Applicant submitting an Application in response to this RFQ may be rejected if it or, if the Applicant is a business entity, any of its shareholders, officers, directors, partners, or members ("Principals") is determined, in NYCHA's sole discretion, to be within a category of persons or entities with whom or which the City, HDC, or NYCHA will not generally do business. The Applicant and all officers and Principals thereof will be required to complete a background questionnaire and shall be subject to investigation by NYCHA, HDC, and the New York City

Department of Investigation. Any designation may be revoked in NYCHA's sole discretion in the event any derogatory information is revealed by such investigation.

8. No commission for brokerage or any other fee or compensation shall be due or payable by NYCHA, and the submission of an Application will constitute the Applicant's undertaking to indemnify and hold NYCHA harmless from and against any such claim for any such fee or compensation based upon, arising out of, or in connection with any action taken by the Applicant, the selection of the Applicant's submission and invitation to the Applicant to respond to this RFQ, or the conditional selection of an Applicant pursuant to this RFQ.

9. The Applicant will not engage in any scheme or practice that seeks to solicit, pay, or receive as payment, or to deliver to anyone, any sum or thing of value (including, without limitation, the performance of any service) that may constitute or be construed as a bribe, kick-back, or other inducement that in any manner may prejudice NYCHA's interests or compromise the duty owed by anyone to NYCHA.

10. NYCHA is not obligated to pay, nor shall NYCHA in fact pay, any costs or losses incurred by any Applicant at any time, including any costs incurred by the Applicant in connection with the Applicant's response to this RFQ.

11. The Selected Partner, and in the event that the Selected Partner is a joint venture, each member of that joint venture, jointly and severally, shall forever defend, indemnify, and hold harmless NYCHA and its directors, members, principals, servants, officers, agents, representatives, affiliates, and employees from and against any and all obligations, liabilities, claims, demands, penalties, fines, settlements, damages, costs, expenses, and judgments of whatever kind or nature, known or unknown, contingent or otherwise arising from the Project, including, without limitation, personal or bodily injury (including death) of or to any person or persons, including, without limitation, from or related to the presence, release, storage, transportation, or disposal of hazardous materials, or any damage to property of any nature.

12. No member or employee of the Congress of the United States or the New York State or City government, shall be permitted by the Applicant to share in any part of the Project or in any benefit that may arise from the Project.

13. NYCHA, HUD or any other federal, state or local agency providing funds to NYCHA, the New York City Comptroller, the New York City Department of Investigation, and the Comptroller General of the United States shall have the right to perform an audit of the Selected Partner's finances and an audit of the books and records related to its performance under the Project, including, without limitation, the financial arrangement with anyone that the Selected Partner may delegate to discharge any part of its obligations with respect to the Project.

14. NYCHA is under no legal obligation to lease the Properties. NYCHA may use the Applications submitted pursuant to this RFQ as a basis for negotiations with Applicants as NYCHA deems appropriate. NYCHA may reject at any time any or all Applications; may amend, modify or withdraw this RFQ in whole or in part; may negotiate with one or more Applicants; and/or may negotiate and lease the Properties on terms other than those set forth herein (including to parties other than those responding to this RFQ). NYCHA may also, at any time, waive

compliance with, or change any other terms and conditions of, this RFQ; entertain modifications or additions to selected Applications; or withdraw or add individual sites or parcels from or to this RFQ if in NYCHA’s judgment it is in the best interests of NYCHA to do so.

15. Selection of an Applicant's Application will not create any rights on the Applicant's part, including, without limitation, rights of enforcement, equity, or reimbursement, such rights only being created after the approvals of HUD and NYCHA, and the Lease and all documents required by NYCHA and/or HUD in relation to a Project (the “NYCHA Documents”) are fully approved and executed. Until such approvals and execution of the NYCHA Documents and the closing of the real estate transaction, NYCHA may terminate negotiations with the Selected Partner at any time without incurring any obligations to the Selected Partner.

16. In the event of any variance between the terms of this RFQ and the NYCHA Documents, the terms of the NYCHA Documents will govern.

17. All determinations as to the completeness or compliance of any Applications, or as to the eligibility or qualifications of any Applicant, will be within the sole discretion of NYCHA and HDC.

7. Conflicts of Interest

Current or former employees of the City of New York may respond to this RFQ only in accordance with the section(s) of Chapter 68 of the New York City Charter governing conflicts of interest affecting City personnel. Section 2604(b) (7) of the City Charter contains specific prohibitions that exclude enumerated groups of employees from participating in the sales process. In addition, current NYCHA employees may not respond to this RFQ.

Persons in the employ of the City considering submission of an Application are advised that opinions regarding the propriety of their participating in the Project may be requested from the New York City Conflict of Interests Board. This body is empowered, under Section 2602 of the City Charter, to issue advisory opinions on conflict of interest questions and other matters of ethical consideration.

Former employees of the City of New York or NYCHA are also advised that the City Charter imposes certain restrictions on post-employment business relationships with the City. Such individuals should consult the specific provisions on this issue contained in the City Charter.

Applicants must not have any organizational conflict of interest, which is defined as a situation in which the nature of the obligations under the NYCHA Documents or with respect to the Project, and the Applicant's organizational, financial, contractual or other interests are such that:

execution of the NYCHA Documents may result in an unfair competitive advantage; or,
the Applicant's objectivity in performing its obligations under the NYCHA Documents or with respect to the Project may be impaired.

If after an award with respect to a Project, the Applicant discovers an organizational conflict of interest with respect to the NYCHA Documents or the Project, the Applicant shall make an immediate and full disclosure in writing to NYCHA, which shall include a description of the action which the Applicant has taken or intends to take to eliminate or neutralize the conflict. NYCHA may terminate the Projects and the NYCHA Documents if it would be in the best interest of NYCHA to do so.

8. Confidentiality

Certain information that NYCHA may furnish in connection with this RFQ may be labeled as confidential and must be treated as proprietary information of NYCHA by each recipient of this RFQ. By the Applicant's receipt of this RFQ, the Applicant agrees not to (a) disclose any part or all of such confidential information furnished to the Applicant pursuant to this RFQ to any party, including, without limitation, any law firm or any corporate or government office, except to the extent essential to the preparation of the Qualifications or the proposals, and to secure from any party to whom a disclosure is made under this provision a confidentiality agreement, executed prior to any such disclosure, in which the recipient agrees to keep confidential and to not disclose any such confidential information to any other party (a "Confidentiality Agreement"), and (b) use such information for any purpose other than to prepare a response to this RFQ. Such Confidentiality Agreement must name NYCHA as an intended third-party beneficiary with the right to enforce all remedies in an event of any such breach or unauthorized disclosures.

An Applicant must clearly designate in its Application those portions of the Application, if any, that the Applicant believes are trade secrets or are maintained for the regulation of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Applicant. To the extent the law permits (i.e., Section 89 of the New York State Public Officers Law), NYCHA will use reasonable efforts to hold the designated portions of the Applications and future responses to project solicitations in confidence subject to FOIL and the provisions of Section 6.

All Applications and other materials submitted to NYCHA in response to this RFQ may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law ("FOIL"). The Applicant submitting an Application must designate those portions of the Application that it believes are exempt from FOIL. This characterization shall not be determinative but will be considered by NYCHA and HDC when evaluating the applicability of any exemptions in response to a FOIL request.

9. NYCHA Disclaimer

NYCHA does not make and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Properties including, without limitation, the following: (a) the value of the Properties; (b) the income to be derived from the Properties; (c) the nature, quality or condition of the Properties, including, without limitation, the manner, quality, state of repair or lack of repair of the Properties and the water, soil and geology thereof and any drainage from or onto the Properties; (d) the conformity of the Properties to any plans or specifications therefore; (e) the compliance of or by the Properties or their operation with any legal requirements including, without limitation, the Americans with Disabilities Act; any zoning rules, regulations, plans or resolutions; any applicable federal, state or local landmark designations; any loft board control, rent control, rent stabilization and/or any other rent regulation or requirements; any rules and regulations promulgated under or in connection with any of the foregoing; and the state of the land title whether or not same is reflected in recorded or unrecorded documents (f) the habitability, merchantability or fitness for a particular purpose of the Properties; (g) the current or future real estate tax liability, assessment or valuation of the Properties; (h) the availability or unavailability or withdrawal or revocation of any benefits or incentives conferred by any federal, state or municipal authorities; (i) the fact that all or a portion of the Properties may be located on or near a flood plain or an earthquake fault line; (j) any other matter with respect to the Properties; or (k) the accuracy of any exhibit or information provided relating to the Properties.

10. Appendices Applicable for Solicitation Process

A. Definitions

All terms, unless defined otherwise in this RFQ, are as defined in Notice PIH 2012-32, REV-3 dated as of January 12, 2017, as may be amended or superseded from time to time by HUD (the "RAD Notice"). Terms not defined elsewhere are as follows:

Act
The United States Housing Act of 1937, as amended.

Development Team
The professional, technical, and construction entities (e.g. general contractor, architect, engineer, legal counsel, marketing, and managing agents) that will participate in the design, development, construction, marketing, and management of a Project, along with the social service provider.

List
The list of Pre-Qualified Partners selected under this RFQ and eligible to submit proposals for Projects.

Part 200
The method of HUD approval for NYCHA's retention of units in the Unfunded Units portfolio outside of the public housing program, and upon such approval, the terms and conditions of the disposition of such units pursuant to 2 CFR Part 200, PIH Notice 2016-20, found at https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2016-20.pdf, as amended and supplemented, and such other guidance as may be issued by HUD.

Pre-Qualified Partners
General contractors, property managers, real estate developers, and social service providers selected under this RFQ to be considered for forthcoming PACT projects.

Principal
An individual, partnership, limited liability company, limited liability partnership, corporation, or other not-for-profit or for-profit entity that will act as the general partner, officer, manager, and/or managing member of the Applicant, or any entity, known limited partner, shareholder, or other member that has at least a 10% ownership interest in the Applicant.

Project
The financing, rehabilitation, property management, and social service delivery in relation to the conversion of units at the Properties from administration pursuant to Section 9 of the Act to Section 8 of the Act (as may be administered through a combination of RAD or otherwise).

Properties
NYCHA public housing and LLC II developments comprising a Project for the purposes of this RFQ.

Rental Assistance Demonstration (RAD)
The HUD Rental Assistance Demonstration program authorized by and administered pursuant to P.L. 112-55 as amended, the RAD Notice, and such other notices and guidance issued by HUD in relation thereto, all as may be amended or superseded from time to time.

Section 18
Section 18 of the Act allows for the demolition and disposition of public housing property. HUD has promulgated regulations in 24 C.F.R. Part 970 detailing the administrative steps required for its approval of any demolition or disposition activity affecting covered public housing properties. The Section 18 regulations may be found at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/24cfr970.pdf. Section 18 is also administered pursuant to additional HUD guidance including, but not limited to, PIH Notice 2018-04, found at https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-04-Demo-Dispo-Notice-12-14-18.pdf ("Section 18 Notice").

Selected Partner
A Pre-Qualified Partner that is selected to undertake a Project.

B. Obligations of a Selected Partner & Conditions for Each Project Pursuant to a Solicitation

The following obligations will be included in forthcoming solicitations.

1. **Resident Rights and Protections**: The Selected Partner will be required to comply with the existing tenant protection regulations associated with the Section 8 Project-Based Voucher ("PBV") program. Additionally, the Selected Partner must operate the Project in accordance with:

    a. the RAD resident protections as described in the RAD Notice;
    b. the New York City RAD Roundtable Guiding Principles; and
    c. NYCHA's grievance procedures.

    NYCHA requires that RAD rules and resident protections apply to all "RAD Developments" (i.e. developments undergoing Section 8 conversion via RAD) and "Section 18 Developments" (i.e. developments undergoing Section 8 conversion via Section 18). Additionally, the Selected Partner will be required to adhere to the Guiding Principles as they apply to the conversion of the "Unfunded Developments" (i.e. developments undergoing Section 8 conversion via Part 200). Residents in the RAD and Section 18 Developments will execute the same RAD Resident Lease. Residents in the Unfunded Developments will execute the PACT LLC II Resident Lease for Assisted Tenants if the household income is 80% of AMI or less or the PACT LLC II Resident Lease for Current Unassisted Tenants if the household income is greater than 80% of AMI.

2. **Fair Housing Requirements**: The Selected Partner will be required to comply with the RAD Notice, the RAD Fair Housing and Relocation Notice, all applicable Federal, State, and local laws, orders, and regulations prohibiting housing discrimination.

3. **Pre-Closing Work**: Under current HUD guidance applicable to NYCHA, Section 18 units in the RAD Developments and all units in the Section 18 and Unfunded Developments cannot be added to a HAP Contract until they pass an HQS inspection. As such, the Selected Partner will complete the following pre-closing work related to HQS:

    a. Inspect units for HQS compliance;
    b. Perform needed repair work in units that are out of HQS compliance in accordance with Davis-Bacon prevailing wage requirements.

    The anticipated scope of work for the HQS repairs is not available, but Applicants should assume that the cost of this HQS repair work will be approximately $3,000 per dwelling unit.

4. **Energy & Sustainability Requirements**: As part of the NextGeneration NYCHA Sustainability Agenda, NYCHA pledged to adopt sustainability standards for new construction and renovation projects. Acknowledging that different projects face different challenges and opportunities when considering energy and sustainability options, NYCHA provides the flexibility for the Selected Partner to choose a sustainability standard that best fits the specific conditions of the Project:

    a. Meet the requirements and obtain certification through the New York City Overlay to the

Enterprise Green Communities Criteria: http://www1.nyc.gov/site/hpd/developers/enterprise-green-communities.page; If paying into the System Benefit Charge post-conversion (i.e. not staying under NYCHA's NYPA contract), meet the requirements and apply to the New York State Energy Research and Development Authority's (NYSERDA) Multifamily Performance Program: https://www.nyserda.ny.gov/All-Programs/Programs/MPP- Existing-Buildings;

b. Meet the requirements of Fannie Mae's High Performance Building Assessment and implement measures that meet both the 20% energy savings AND 20% water savings goals (please note it is not required to obtain Fannie Mae financing to pursue this option): https://www.fanniemae.com/multifamily/green-initiative-energy-and- water-audit; or

c. Pursue Passive House Institute's Emeriti program: http://www.passiv.de/en/03_certification/02_certification_buildings/04_enerphit/04_enerphit.htm.

NYCHA is committed to supporting the City's renewables goal to produce 1,000 megawatts of solar power by 2030. To that end, NYCHA requires the Selected Partner to undertake an investment-quality feasibility study for solar PV and to install the system if it can be supported by project economics. Any existing leases for third party-owned solar installations will be transferred to the Selected Partner at construction closing. The Selected Partner may buy out the lease according to the terms of the lease.

The Selected Partner will be required to meet certain requirements for non-interference with any pre-existing green infrastructure (GI) installed by the New York City Department of Environmental Protection (DEP). The Selected Partner will also be required to provide access and otherwise cooperate with any GI projects that are planned, designed, or in construction at the time of construction closing.

As a condition of NYCHA's pass-through of electric billing rates through its NYPA contract, which provides an average of 25% savings over ConEd rates, any Selected Partner for currently master-metered buildings is required to:

a. Submeter on a "shadow meter" basis without billing the tenant; or

b. Submeter and bill the tenant for their usage.

In addition, the Selected Partner must report on or around June 1 of each year:

a. Total Energy Use Intensity (pre, post-audit proposed, and post-completion) in kBTU/sf/yr: https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/understand-metrics/what-energy;

b. Fuel Energy Use Intensity (pre, post-audit proposed, and post-completion) in kBTU/sf/yr, defined as energy content of fuels used to produce heat and hot water, but not including electricity;

c. Annual water consumption per unit, as measured at the DEP meter; and

d. Summary of tenant electric consumption by quartiles by month.

5. Smoke-Free Housing: The Selected Partner must adopt a smoke-free policy consistent with NYCHA's Smoke-Free Policy. For more information, please visit https://www1.nyc.gov/site/nycha/residents/smoke-free.page.

6. **Violations**: The Selected Partner will work with NYCHA to clear all existing health and safety violations as found on City records or municipal searches prior to construction closing. Violations that do not relate to health and safety and which cannot be cleared prior to construction closing must be addressed in the Selected Partner's rehabilitation scope of work.

7. **Property Management**: The Selected Partner must dedicate adequate property management staff to ensure that service levels are equal across all Properties in a Project. The Selected Partner will be responsible for**:**

    - **a.** The effective and efficient day-to-day operation of the Properties;
    - **b.** Completing all applicable tasks or actions related to resident conversion from public housing to Section 8 that remain outstanding at construction closing;
    - **c.** Meeting obligations for building maintenance, financial liabilities, and income and rental guidelines as defined in federal, state, and municipal regulatory documents;
    - **d.** Ensuring that the distribution of superintendent units is in line with applicable code and provides adequate coverage for all units in the Properties;
    - **e.** Managing the buildings to ensure continuous HQS compliance;
    - **f.** Promptly responding to maintenance work order requests and resident complaints about the building's physical condition;
    - **g.** Working with NYCHA's Leased Housing Department ("LHD") to lease all vacant apartments as they become available from a project-based site-based wait list;
    - **h.** Working with LHD to right-size families living in an inappropriate-sized apartment per the Section 8 PBV standards, but based on NYCHA's public housing occupancy standards for existing residents in place at construction closing;
    - **i.** Recognizing and working with the legitimate resident organizations at the Properties to address issues related to the Properties, including the terms and conditions of residents' tenancy (see Attachment 1B – Resident Provisions in Conversions of Assistance from Public Housing to PBRA and PBV of the RAD Notice for more information);
    - **j.** Including Tenant Participation Activity ("TPA") funds in their maintenance and operation budget at $25 per occupied unit per year, of which at least $15 per occupied unit per year shall be provided to the legitimate resident organization at the Properties;
    - **k.** Maintaining detailed rent rolls, financial statements, and other required documents in accordance with NYCHA, HUD, HDC, the New York State Housing Finance Agency ("HFA"), and/or as may otherwise be required by project financing; and
    - **l.** Maintaining Section 8 and RAD compliance in accordance with NYCHA, HUD, HDC or HFA, and/or as may otherwise be required by project financing.

8. **Shared Infrastructure**: NYCHA developments sometimes share common infrastructure for heating and hot water or waste management. The Selected Partner will be required to provide unconditional access to NYCHA, its staff, agents, and contractors to any shared infrastructure hosted at the Properties. At NYCHA's sole discretion, the Selected Partner may at its sole cost relocate the shared infrastructure to a NYCHA-managed property prior to construction closing.

9. **Resident Rent Arrears and Legal Cases**: The Selected Partner will purchase the resident rent arrears from NYCHA at construction closing for a predetermined price set by NYCHA and assume all

existing resident legal cases via substitution of counsel.

10. **Social Services**: NYCHA seeks to improve residents' quality of life not only through extensive physical rehabilitation of the Properties and streamlined property management services, but also through access to social services and/or community amenities, such as credit unions and training academies, both at the Properties and through resident referrals to offsite organizations.

    In some cases, there are currently on-site social service providers ("Existing Providers") at the Properties. Some Existing Providers receive funding through one or more awarded contracts following a competitive procurement process ("Existing Service Contracts") with the New York City Department of Youth and Community Development or the New York City Department for the Aging (each a "City Agency"), each with contract terms that include specific performance and insurance requirements. Existing Providers are not obligated to comply with any additional terms or conditions beyond the scope of, or in conflict with, their Existing Service Contracts, unless such additional or varying terms are mutually agreed to by NYCHA and the respective City Agency.

    To the extent that there are Existing Providers at the Properties, the Selected Partner must work with the Existing Providers and their City Agency funders, if applicable, to ensure that services are not negatively impacted or otherwise interrupted for the duration of the Existing Service Contracts, including any renewal or extension of the contract term. The Selected Partner must also incorporate the Existing Providers' programming into their plan for providing social services at the Properties (the "Social Services Plan") to prevent program duplication. Each Existing Provider will remain in place for the duration of the Existing Service Contract unless the City Agency funder determines that the Existing Provider is not meeting service requirements under the Existing Service Contract or any future renewal contract. In such event, the City Agency funder has the right to assign a new social service provider to the affected Property to assume the Existing Provider's obligations and rights under the Existing Contract, or any future renewal contract. Determination of new services or community amenities will be informed by resident feedback via a survey, needs assessment, community assemblies or other information-gathering tools.

    In addition to any on-site Existing Providers, residents of the Properties also currently have access to workforce training, job opportunities, and social service referrals for vulnerable populations as public housing residents ("Existing Services"). These are services that NYCHA provides through a service coordination model for all public housing residents. To the extent possible, the Selected Partner will include continuation pathways to Existing Services in the Social Services Plan.

    In addition to preserving the Existing Services offered by NYCHA and the Existing Provider(s) for the duration of the Existing Contract(s), the Selected Partner will facilitate access to other social services or community amenities based on resident feedback. The Selected Partner will survey residents prior to construction closing to identify priority service preferences and delivery gaps. The Selected Partner will then develop and, upon construction closing, execute programs via its Social Services Plan to provide a selection of the preferred priority services. The Selected Partner may consider new programs to replace expired Existing Services based on resident feedback.

    Applicants must submit a detailed budget and funding proposal to support their Social Services Plan. Applicants that include letters of interest or other funding commitments in their project solicitation response will be scored favorably.

11. **Community Facilities**: Any community center or other community facility space included in the Project must be renovated, maintained, and operated, as applicable, as part of the Project. The Selected Partner will be responsible for doing the upfront capital repairs on the community facility spaces, which should be included in the proposed rehabilitation scope of work. Any existing community facility and commercial leases will be assigned to the Selected Partner at construction closing.

12. **Resident Engagement**: The Selected Partner will meet with residents of each Property in the Project starting at the point of being awarded a Project to discuss the proposed rehabilitation scope of work, property management plan, and Social Services Plan. As soon as possible after being selected for a Project, the Selected Partner must begin meeting with residents and existing resident associations to create meaningful feedback by and among NYCHA, the residents, NYCHA property management staff, and the Selected Partner; this must continue throughout the pre-development process and after construction closing. The Selected Partner will also participate in required public forums, hearings, and briefings with NYCHA residents, the Community Board, elected officials, City agencies, and other organizations, as needed.

13. **Environmental Approvals**: The Selected Partner will accept the Properties as-is. The Selected Partner will be responsible for preparing any and all environmental assessments and obtaining any and all environmental approvals necessary to achieve closing and for the Project's completion. The Selected Partner will be responsible for implementing any remedial measures identified in connection with the rehabilitation of the Properties as determined by HUD, NYCHA, or any applicable governmental authority having jurisdiction. The Selected Partner will assume the obligation to remediate any and all environmental contamination (including pre-existing environmental conditions, known or unknown), comply with all environmental requirements, including any requirements of any governmental entity as a result of CEQRA, SEQRA and/or NEPA, indemnify NYCHA for any claims that may be made against it in the future as a result of the foregoing, and release NYCHA from any claims that it may have in the future arising out of any of these conditions at the Properties.

14. **Construction Permits**: The Selected Partner will be responsible for obtaining any and all building and/or construction permits or approvals necessary to achieve closing and complete the Project. As such, the Selected Partner must work with NYCHA to clear all violations necessary to close.

15. **Equity and Financing**: The Selected Partner must obtain financing sufficient to cover the cost of the Project, inclusive of any letters of credit, with the assistance and consent of NYCHA.

16. **Guarantees**: The Selected Partner will be responsible for all financial guarantees and non- recourse carve outs necessary to complete the Project, including, without limitation, those required by any lenders or other financing partners. In addition, the Selected Partner will be responsible for providing to NYCHA an environmental indemnification and a completion guarantee covering the entirety of the final rehabilitation scope of work, made by a credit worthy entity satisfactory to NYCHA. If NYCHA, HDC, and/or HUD require other guarantees, the Selected Partner will be required to provide same.

17. **Taxes and Fees**: The Selected Partner will be solely responsible for paying all transfer and recordation taxes and fees associated with Project financing, leasing, or other conveyance of the Properties or any required federal, state, or municipal approvals. The Selected Partner is responsible for payment of all predevelopment cost(s) and meeting any other terms and conditions as required by HUD, NYCHA, other lenders, and/or investors.

C. Additional Project Information

C.1 PROJECT LABOR AND EMPLOYMENT PROVISIONS

The following labor and employment provisions will be required in forthcoming solicitations.

1. **Davis-Bacon prevailing wage requirements**: The Davis-Bacon prevailing wage requirements (prevailing wages, the Contract Work Hours and Safety Standards Act, and other related regulations, rules, and requirements) will apply to the Work that qualifies as "Development" as set forth in the RAD Notice. Per Section 1.4.A.13 of the RAD Notice, "'Development,' as applied to work subject to Davis-Bacon requirements on Section 8 projects, encompasses work that constitutes remodeling that alters the nature or type of housing units in a PBV or PBRA project, reconstruction, or a substantial improvement in the quality or kind of original equipment and materials, and is initiated within 18 months of the Housing Assistance Payment (HAP) Contract." The Davis-Bacon prevailing wage requirements will not apply to rehabilitation work on the Unfunded Developments since these Properties have existing HAP Contracts in place.

2. **Wage standard for building service employees**: NYCHA has adopted the wage standard of 80% of prevailing wage, including supplemental benefits, for building service employees on PACT projects post-closing. As such, initial compensation and benefits shall be set at 80% of the prevailing wage schedule for building service workers per the City of New York Office of the Comptroller (the "Prevailing Wage Schedule") at the time of closing and shall be adjusted in future years according to contract renewal negotiations, which adjustments shall use as a floor 80% of the Prevailing Wage Schedule in effect at the time of such adjustments. Properties that are currently under private management will be grandfathered in at the current wage standard.

3. **Labor relations**: Proposals from applicants that demonstrate experience in harmonious and successful labor relations and/or a lack of negative labor issues, including in operation/property management, will be scored favorably. **Section 3 of the Housing and Urban Development Act of 1968 ("Section 3")**: Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low- income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. Employment preferences under Section 3 are targeted first to public housing residents and, secondarily, to other low- and very-low income residents residing in the metropolitan area in which the Project is located. Section 3 applies to the "Work" as identified in the RAD Notice and the rehabilitation work for the Section 18 and Unfunded Developments.

4. **Minority, Women, and Small Business Enterprises ("M/W/SBE")**: NYCHA aims to ensure that all businesses have an equal opportunity to participate in all aspects of NYCHA projects. As such, Applicants are encouraged to take affirmative steps to include M/W/SBEs in their Development Team and such inclusion will be scored favorably.

The Selected Partner shall state in all solicitations or advertisements for bids for a general contractor and subcontractors, placed by or on behalf of the Selected Partner, that all qualified businesses will receive consideration for subcontracts without regard to the race, color, religion, military service, national origin, sex, age, disability, marital status, or sexual orientation of the owners, partners, management, or stockholders of a business. M/W/SBEs shall be given an equal opportunity by the Selected Partner to submit proposals to such Selected Partner for consideration of general contracting and subcontracting awards in connection with the Project.

5. **Resident Economic Opportunities**: Pursuant to NYCHA's goal of generating economic opportunities for its residents, Applicants must submit a plan for providing training and employment to NYCHA residents during construction and the long-term operation of the Properties. The Selected Partner shall collaborate with NYCHA's Resident Economic Empowerment and Sustainability Department ("REES") to finalize an agreed upon training and hiring plan that is consistent with applicable HUD hiring policies and NYCHA policies, as stated herein. REES provides training opportunities and manages partnerships with external workforce development and vocational training providers that can serve as a referral source. REES referrals can be included as one source of recruiting qualified NYCHA residents for employment.

   The Selected Partner shall include a provision in its general contractor and subcontractor bids that requires training and employment opportunities for qualified NYCHA residents consistent with this paragraph. Proposals with a comprehensive training plan and higher numbers of new hires of NYCHA residents and low-income individuals at higher wages will be viewed favorably.

6. **Compliance**. Between the construction closing and construction completion, the Selected Partner will report all recruitment and hiring activities, compliance with Davis Bacon, and compliance with Section 3 to NYCHA on a quarterly basis. The Selected Partner may be required to hire a compliance monitor. Following the construction completion, the Selected Partner will report all recruitment and hiring activities to NYCHA on an annual basis.

7. **NYCHA Staff Redeployment**: The Selected Partner must ensure that NYCHA property management staff assigned to the Properties prior to conversion is/are provided the opportunity to apply for positions with the new property management company and given a right of first refusal for new positions for which they are qualified. Any staff members who do not wish to remain at the Properties after conversion will be redeployed to other NYCHA public housing developments at construction closing.

C.2 OWNERSHIP AND CONTROL

NYCHA will convey the Project to a Selected Partner by a long-term lease agreement for the land and improvements with such terms as approved by NYCHA, HDC, and HUD ("Lease"). NYCHA will participate in the ownership structure and will reserve approval and removal rights. NYCHA will also require separate agreement(s) to govern resident rights and to satisfy certain HUD requirements. In general, NYCHA expects to participate as at least 50% owner of the beneficial lessee or the managing member of the beneficial lessee. Such structures and percentage of ownership may develop further as processes are streamlined.

C.3 PROJECT FINANCING AND FEES

The following financing terms will be included in forthcoming solicitations.

1. **Proposed Financing Structure**: Proposals will be scored first based on minimizing City subsidy and then based on expected return to NYCHA, including paid acquisition, cash flow, and developer fee where applicable. Proposals will be evaluated based on the cost containment, efficiency, and risk of the proposed financing, particularly for competitive financing, and on the Applicant's demonstration in the Proposal of their ability to secure the proposed financing in a timely manner. Proposals must include balanced sources and uses: budgets with financing gaps will not be considered. To the extent sources proposed are not fully committed at the time of submission, the Applicant must accept the risk for securing and/or providing replacement funds if needed. Return to NYCHA may not be used to fill financing gaps.

2. **City Subsidy**: Proposals that minimize the use of City subsidy will be scored favorably.

3. **No Low-Income Housing Tax Credits (LIHTCs)**: Applicants must not propose a financing structure that relies on 4% or 9% LIHTCs.

4. **Rent Levels**
    - The **RAD contract rents** must be underwritten based on the applicable 2018 CHAP Rents.

    - The **Section 18 and Unfunded Units' contract rents** must be underwritten based on the traditional project-based Section 8 formula and can be underwritten up to 110% of FMR, subject to rent reasonableness. Applicants should assume that 20% of households in the Unfunded Developments will have a TBV at construction closing; rents for these households should be underwritten up to 105% of FMR, subject to rent reasonableness.

    - **"Over-Income" Households**: All current households at the Properties will be grandfathered into the Section 8 program and/or remain in their units post-conversion and pay no more than 30% of adjusted gross income as rent.

        - In the RAD Developments and Section 18 Developments, units conveyed via RAD will be added to a RAD Section 8 PBV HAP Contract at construction closing and units conveyed via Section 18 will be added to a non-RAD Section 8 PBV HAP Contract at construction closing or upon compliance with Housing Quality Standards ("HQS") post-closing. Applicants may assume that 95% of households in Section 18 units will qualify for Section 8 and those units will receive Section 8 PBVs. For the remaining 5% of Section 18 units where households earn more than 80% of Area Median Income ("AMI") and thus surpass the HUD income eligibility threshold for being "continuously assisted," such households will remain in their units and pay 30% of their adjusted gross income towards rent with no ceiling. When the over-income household leaves, the unit will be added to the non-RAD PBV HAP Contract and receive project-based assistance.

        - In the Unfunded Developments, there are already existing non-RAD Section 8 PBV HAP Contracts in place to which units will be added upon HQS compliance, which can happen before or after closing. Applicants should assume that 95% of the 80% of non-TBV households will income qualify for Section 8 and those units will receive PBVs. For the remaining units in the Unfunded Developments where existing households earn more than 80% of AMI and thus surpass the HUD income eligibility threshold for being "continuously assisted," such households will remain in their units and pay the lesser of 30% of their adjusted gross income or the PBV contract rent for the same-sized unit at the Property. When the over-income household leaves, the unit will be added to the non-RAD PBV HAP Contract and receive project-based assistance.

5. **Developer Fee:** If no City subsidy is required to finance the Project, developer fee will be limited to 10% of project costs, excluding acquisition, developer fee, and reserves, conforming to the requirements of the RAD Notice. Other costs related to tasks that the Selected Partner will perform, such as construction management, financial consultation, and other services, shall not exceed an additional 2% of project costs, excluding acquisition, developer fee, and reserves, for total maximum fees of 12%. The structure and timing of release of the developer fee will be subject to lender approval.

    - If City subsidy is required to finance the Project, developer fee will be paid in increments based on Project milestones. Up to 50% of the developer fee may be paid during the construction period with the balance payable upon permanent loan conversion.

        - If the Selected Partner is a for-profit entity, developer fee will be limited to 5% of total development cost less existing debt, developer fee, and reserves. 50% of the cash equity requirement as detailed below must remain in the deal.

        - If the Selected Partner is a not-for-profit entity, developer fee will be limited to 8% of total development costs less existing debt, developer fee, and reserves plus 5% of acquisition. The net developer fee cap is $10,000 per dwelling unit.

6. **Equity**:
    - If no City subsidy is required to finance the Project, developer equity may be required. Past respondents have proposed financing structures that support significant equity contributions to the transaction. Applicants should describe their ability and willingness to contribute equity into the Project. Proposed equity contributions from the Applicant will be scored favorably. In addition, NYCHA may be willing to reduce the amount of cash flow in order to maximize equity contributions from the Applicant.

    - If City subsidy is required to finance the Project, developer equity will be required.

        - If the Selected Partner is a for-profit entity, their equity contribution must be at least 10% of total development cost less existing debt, developer fee, and reserves.

        - If the Selected Partner is a not-for-profit entity, their equity contribution must be 2% of total development cost less existing debt, developer fee, and reserves.

7. **Opportunity Zone Benefits**: Some Properties are located in Opportunity Zones. As such, Applicants are required to disclose the value and source of Opportunity Zone equity. Applicants are encouraged to explore heightened equity contributions that result in lower City subsidy and/or budgeted developer fee by taking advantage of the Opportunity Zones legislation. Proposals that waive or defer developer fee because of this value will be evaluated favorably.

8. **Lease Payments**: For a Project that does not contemplate City subsidy, Applicants should propose an upfront lease payment to NYCHA in the amount of at least $1 million. No upfront lease payment will be required for projects with City subsidy.

9. **Lessor Note**: The acquisition price may be divided between an upfront lease payment or cash acquisition payment to NYCHA along with a lessor note. The term of the lessor note shall match the term of the permanent loan.

10. **Return to NYCHA**: Applicants should assume that NYCHA receives 50% of the developer fee, as applicable, and at least 50% of ongoing cash flow. No upfront lease payment or cash acquisition payment to NYCHA will be required when the Project relies on City subsidy. For a Project that does not contemplate City subsidy, a financial return to NYCHA will be scored favorably. In addition, NYCHA may be willing to negotiate cash flow split to maximize the equity contribution from the developer.

11. **NYCHA Fees and Costs**:
    - **Annual Administrative Fee**: At least $100 per dwelling unit shall be provided to NYCHA for certain property management services to cover the costs of compliance, asset management, and accounting, subject to annual 2% escalations.
    - **Utility Management Fee**: If the Applicant is proposing to have NYCHA pass on its negotiated utility rates, then the Applicant's Proposal must account for a utility management fee equal to 1% of the respective utility costs.
    - **Section 8 Transition Fee**: Applicants must propose a one-time Section 8 Transition Fee of at least $100 per public housing unit to cover the programmatic expenses associated with the transition of these units to Section 8, including on-site property management transition, back office conversion tasks, and HQS inspections and repairs.
    - **Predevelopment Costs**: NYCHA must be repaid for any and all predevelopment expenses, including, but not limited to, fees for retaining outside legal counsel, environmental consultants, and appraisers.
    - **Existing Debt and Bonds**: NYCHA must be repaid for all outstanding balances on expended and capitalized bond proceeds and debt.

12. **Purchase Option/Rights of First Refusal**: NYCHA will require a purchase option and/or right of first refusal. Applicants must describe the parameters proposed for granting NYCHA such option and/or right of first refusal.

13. **Property Taxes**: Tax benefits will be available through a negotiated Payment In Lieu of Taxes ("PILOT") agreement between NYCHA and the City. Applicants should assume that $0 in PILOT payments are due as long as the Properties serve households (exclusive of existing residents in place at closing) with incomes at or below 80% of AMI, subject to any PILOT payments that may be imposed for community facility or commercial tenants, if any.

14. **Future Refinancing**: NYCHA and HDC approval is required for any refinancing or restructuring of permanent debt.

15. **Capital Needs**: At a minimum, Applicants must propose a rehabilitation scope of work that covers the 20-year capital needs identified in the rCNAs. Applicants should use the data provided in the 2017 PNAs to inform their Proposals as to remaining useful life of major building components. At a minimum, Applicants must propose to upgrade kitchens and bathrooms along with major building systems.

16. **Developer Return Requirements**: NYCHA understands that sources and uses will shift between the time of Proposals and construction closing. To help ensure consistency, Applicants must state their minimum return requirements, including cash developer fee and cash flow split over time. Applicants must specify their return requirements in the Proposal as it relates to equity contributed.

17. **Tenant Participation Activities (TPA) Funding**. Per the RAD Notice, Applicants must account for $25 per occupied unit annual resident participation fee in their management and operations budget. NYCHA is applying the same requirement to the Section 18 and Unfunded Developments. In some cases, NYCHA may have unused TPA funds that it will transfer to the Selected Partner at construction closing.

C.4 PROJECT SOLICIATION RESPONSES & SELECTION CRITERIA

Each solicitation will vary, but the responses to be submitted by Pre-Qualified Partners may include, but are not necessarily limited to, the following:

- Project narrative describing the plan for the upfront rehabilitation work and on-going operation of the Properties and social services delivery;
- Proposed rehabilitation scope of work;
- Financing proposal;
- Social services proposal and budget; and
- NYCHA resident training and hiring plans.

In cases where a Property has unique characteristics that will impact the proposed scope of work (such as a historical designation), additional information may be requested from the Pre-Qualified Partners. NYCHA will share the specific submission requirements for each solicitation with the invited Pre-Qualified Partners that will need to submit a response to be considered for such Project.

The following Selection Criteria may be in forthcoming solicitations.

A. Development Experience and Capacity

The Applicant will be evaluated based on its Development Team's demonstrated ability to successfully carry out quality projects in alignment with the minimum threshold. Factors to be considered are as follows:

- Applicant's financial capacity;
- Quality of construction and design in projects completed or currently under construction by the Applicant, Development Team, and/or its Principals;
- Extent of the Applicant's and its Development Team's experience, in terms of number, size, type, and complexity of rehabilitation projects within the last seven (7) years;
- Extent to which the Development Team has New York City affordable housing experience, particularly with preservation projects and/or working with NYCHA;
- Successful and timely completion of extensive rehabilitation projects;
- Experience with securing project financing;
- Experience with developing and/or preserving affordable housing projects in conjunction with public agencies;
- Experience with engaging resident, community, and municipal stakeholders, particularly within the relevant communities;
- Experience with similar affordable, RAD, or Section 8 developments;
- Demonstrated commitment to inclusion of an M/W/SBE and/or a not-for-profit entity within the Development Team;
- Current workload (including active projects in predevelopment with NYCHA), staff capacity, and other pending project obligations and their potential impact on the ability of the to complete a project within a prescribed timeframe; and
- Proven track record of delivering high quality projects on time and within budget.

B. Property Management Experience

The Applicant will be evaluated based on its demonstrated ability to manage and maintain quality projects in alignment with the minimum threshold. Factors to be considered are as follows:

- Experience managing extensive rehabilitation, including experience with temporary resident relocation;
- Experience managing similarly-sized affordable housing properties, including Section 8 PBV projects;
- Experience managing public housing, mixed-finance public housing, LIHTC properties, and/or RAD projects, including demonstrated compliance with applicable regulations not limited to the New York City Housing Maintenance Code, HQS, and those related to HOME and LIHTC compliance;
- Experience in harmonious and successful labor relations and lack of negative labor issues;
- Experience managing rental units across a scattered site portfolio;
- Experience managing and providing social services to senior developments;
- Experience managing community facility spaces;
- Experience managing affordable housing in New York City; and
- Commitment to resident protection plan for potential rehab.

C. Financial Proposal

Proposals will be evaluated based on the following factors:

- Reasonableness of estimated development and operating costs, including the construction costs of the proposed rehabilitation scope of work;
- Underwriting assumptions;
- Feasibility and terms of, and demonstrated experience with, the financing sources proposed to fund the Project; and
- Return to NYCHA, including proposed lease payments and fees.

D. Quality of Proposed Rehabilitation

Proposals will be evaluated on the quality of the proposed Rehabilitation Scope of Work, including the extent to which such rehabilitation is feasible and will improve the lives of residents. Proposals should provide details on residential interiors, increased and improved amenities, quality of building materials, sustainability including the promotion of energy conservation, potential long-term viability within reasonable cost parameters, safety and security improvements, and a commitment to perform work on every residential unit.

E. Quality of Social Services and Hiring Plan

Proposals will be evaluated on the strength and quality of the proposed social services and hiring plans.

Social Services Plans will be evaluated on the alignment of proposed social services with resident needs, experience of the provider, including experience within the relevant Properties' community(ies), and the plan's operational and financial feasibility. For each social service provider, the Applicant must describe the length of time, location, types of services, and population for which supportive services have been provided for at least 24 months, including a summary of services provided.

Hiring plans will be evaluated on the strength of the proposed goals and implementation procedures, consistent with the provisions described in this RFP. Applicants must demonstrate experience with training and hiring NYCHA and local low-income residents. The hiring plan should include the following:

- Outreach and recruitment strategy to target NYCHA and low-income residents in compliance with Section 3; and
- Positions by title for project construction and on-going property management expected to be filled by new hires; for each title, include:
  - Estimated wage;
  - Average hours per week;
  - Indication of which titles will be filled by NYCHA and low-income residents; and
  - Estimated number of workers to be trained.

C.5 OTHER PROVISIONS

The following provisions will be included in forthcoming solicitations.

1. **Affordability Requirements**: The Properties must be operated as affordable housing for the duration of the Lease with new occupancy post-closing restricted to households earning 80% of AMI and below. NYCHA anticipates that these affordability requirements will be memorialized in certain recordable documents that will encumber the Properties, including a NYCHA regulatory agreement for all Properties, a RAD Use Agreement for the RAD Developments, a Declaration of Restrictive Covenants and Use Agreement for the Section 18 Developments and the Section 18 units in the RAD Developments, and a Declaration of Restrictive Covenants and Use Agreement for the Unfunded Developments.

2. **Design**: Proposals must conform to the New York City Zoning Resolution, NYCHA Design Guidelines for the Rehabilitation of NYCHA Residential Buildings (https://www1.nyc.gov/assets/nycha/downloads/pdf/nycha-design-guidelines.pdf), the New York City Building Code, and all other applicable laws and regulations. Current layouts must be retained in existing buildings with only minor modifications where necessitated by construction constraints or to ensure that units are functional. This requirement is set to meet the objective of maintaining existing unit counts and bedroom distributions, as well as to control costs. All Proposals must further comply with the accessibility requirements of all applicable laws including, without limitation, to the New York City Building Code, the Fair Housing Act, the Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act of 1973, and NYCHA's Voluntary Compliance Agreement with HUD concerning accessibility.

3. **Establishment and Administration of Wait List**: NYCHA will maintain a site-based waitlist of Section 8 applicants for units as they become vacant upon and after conversion. The site-based wait list will be created and managed in accordance with NYCHA's Section 8 Administrative Plan and the RAD Notice.

4. **Mandatory Insurance Coverage**: The Selected Partner must adhere to all requirements included in NYCHA's Insurance Requirements Guide. An insurance quote should be reflected in the Applicant's financial proposal.

5. **Development Rights**: NYCHA will retain all existing, ongoing and future development rights at the Properties not required for existing improvements at the Properties. These include development rights created in the future pursuant to any re-zoning or re-districting of any portion of the Properties or created by the terms of the Lease, all of which rights will remain vested in NYCHA and the use of which is in NYCHA's sole and absolute discretion. The Selected Partner will have no approval rights over NYCHA's use of such development rights. In addition, NYCHA reserves the right to carve out from the Properties certain unimproved or non-residential parcels of land that it may use for future development. Vacant land cannot be considered as collateral for any financing proposed for the Project. The Selected Partner will not have a right of first refusal on any future development at the Properties.

11. Applicant Forms

Form 1: Applicant's Letter

New York City Housing Authority
Procurement Department
90 Church Street, 6^{th} Floor
New York, New York 10007
Attn: Meddy Ghabaee

Re: Response to the Permanent Affordability Commitment Together (PACT) Request for Qualifications

To Whom It May Concern:

This letter is being submitted in connection with my proposal ("Proposal") submitted in response to the Request for Qualifications ("RFQ") issued by the New York City Housing Authority ("NYCHA"). All terms not otherwise defined herein will have the same meaning as set forth in the RFP.

I have received, read, and understand the provisions of the RFQ. I understand that selection of an Applicant under the RFQ for disposition of the Properties and the development of the Project described in the RFQ will mean only that NYCHA will commence negotiations with such Applicant regarding the Project.

I recognize that any negotiations with NYCHA 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 NYCHA, which may only be incurred or entered into by a contract of sale and deed(s) pursuant to which the Properties will be conveyed to the Selected Applicant that have been (i) approved as to form by NYCHA's Law Department; (ii) approved by the NYCHA Board and HUD; and (iii) duly executed by the Selected Applicant and NYCHA. The Negotiation Letter sent to the Selected Applicant will only indicate NYCHA'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 Properties, which permission will only be granted, if at all, in the form of a license agreement duly executed by the Applicant and NYCHA. The execution of any such license agreement, if it occurs, will only indicate that NYCHA has granted permission for the Applicant to enter onto the Properties for the limited purposes stated in the scope of work set forth therein, and will not indicate that NYCHA reached any other agreement with the Applicant regarding the Properties or the Project.

3. The following requirements must be satisfied prior to the disposition of the Properties:

a. The Selected Applicant, any other potential grantee of the Properties, and their respective Principals must successfully undergo a background check concerning their suitability to do business with NYCHA.
b. The Properties will not be conveyed 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 of New York ("City"), NYCHA, or other governmental entities, (ii) is in default on any obligations to NYCHA or the City, (iii) is a former owner of the Properties, 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 Properties and the tax exemption(s) to be provided, if any, will be consistent with applicable NYCHA and City policies.
d. The Selected Applicant must execute legal documents in form and substance acceptable to NYCHA, and in form approved by NYCHA's Law Department.

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

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

6. The Applicant will be solely responsible for ensuring that the proposed Project and associated design and financing of the same shall be physically viable and economically feasible.

7. NYCHA may terminate negotiations with the Applicant at any time with or without cause. If negotiations are terminated by NYCHA, whether with or without cause, such termination will not give rise to any claim by the Applicant or its affiliates or contractors against NYCHA for damages, including, without limitation, for lost profits.

8. NYCHA 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 NYCHA or any applicable laws.

Very truly yours,

____
Signature

____
Title

____
Applicant

Form 2: Not-for-Profit Organization Information and Questionnaire

Name of Applicant: ______________________________

Only Applicants that include a not-for-profit entity as principal of the Developer or part of the Development Team shall complete this Form. Delete if not applicable.

Name of Organization: ____

Address: ____

City:________________________________ State:_______ ZIP Code __________

Executive Director: ______________________________

Contact Person: ______________________________

Title: ______________________________

Telephone No. ______________________________

FAX No. ______________________________

Date Established: ______________________________

Date Incorporated: ______________________________

ROLE OF ORGANIZATION IN THE PROJECT

Describe the role that the not-for-profit organization will play, such as developer, marketing agent, etc.

CERTIFICATION

I CERTIFY THAT THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND ITS ATTACHMENTS IS TRUE AND CORRECT.

____________________________	____________________________
Name of Organization	Signature of Officer
____________________________	____________________________
Date	Print or Type Name and Title

NOT-FOR-PROFIT ORGANIZATION: DIRECTORS, OFFICERS, AND KEY STAFF

Name of Organization: ____

Provide the following information regarding your current Directors, Officers and Key Staff.

Name and Home Address	Position and/or Office in Organization	Date of Initial Appointment	Current Occupation and Name of Employer

Use additional sheets as necessary

NOT-FOR-PROFIT ORGANIZATION: MAJOR SOURCES OF FUNDING

Name of Organization: ____

Provide the following information regarding your major sources of funding during the two years preceding the deadline for submission of proposals under this RFP.

Funding Source (Agency, Department, etc.)	Name of Program	Contact Person Name and Phone Number	Purposes of Funding	Dates of Funding	Funding Amount

Use additional sheets as necessary

Form 3: Assets Statement

[Assets Statement must describe financial status within the last twelve months and must be dated and signed.]

Principal or Individual whose assets are described below:

____

1. Personal Information

Name:

Business Name:

Business Phone:

Residence Address:
City:
State:
Zip Code:

Business Address:
City:
State:
Zip Code:

Position (Title):

Years of Service:

Salary:
Bonus/Commission:

Other Income:
Source of Other Income:

Are you a defendant in any lawsuits or legal action that may impact your financial standing?
If so, please describe:

Do you have any contingent liabilities?
If so, please describe:

2. Statement of Financial Condition

Assets	Dollars (omit cents)	Liabilities	Dollars (omit cents)
Cash On Hand and in Banks		Notes Payable to Banks *Secured*	
Notes Receivable		Notes Payable to Banks *Unsecured*	
Mortgages Owned		Notes Payable to Others *Secured*	
		Notes Payable to Others *Unsecured*	
Marketable Securities Owned See **Schedule A**		Debt Balances in Margin Accounts with Brokers	
Real Estate Owned		Mortgages on Real Estate	
Cash Value of Life Insurance		Loans Against Life Insurance	
Other Assets* (Itemize)		Other Liabilities (Itemize)	
Total Assets		**Total Liabilities**	
		Net Worth	

* Any interest in a closely held business must be documented by providing a current balance sheet for that business and stating the percent of interest held by the applicant.

Schedule A: Marketable Securities Owned

List separately and check (X) next to those pledged as collateral.

Marketable Securities Owned	Dollars (Omit Cents)	Collateral?

3. Signature Page

You, the undersigned hereby represent the above to be a true and accurate Statement signed as of the date herein.

Name of Principal: ____

Signature of Individual: ____

Print Name and Title of Individual: _______________________________

Date: ____

Form 4A: Residential Development Experience (Preservation/Affordable Housing)

Name of Applicant:

List below all preservation affordable residential properties developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 4B: Residential Development Experience (New Construction/Affordable)

Name of Applicant:

List below all new construction affordable residential properties developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 4C: Residential Development Experience (Preservation/Market Rate Housing)

Name of Applicant:

List below preservation residential properties, excluding affordable housing, developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 4D: Residential Development Experience (New Construction/Market Rate Housing)

Name of Applicant:

List below residential properties, excluding affordable housing, developed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Project Name	Address	Role (a)	Type (b)	Category (c)	# of Buildings	Total # of Units	Current Status (d)	Start Date	Completion Date	Total Development Cost	Construction Lender (f)	Permanent Lender (f)	Gov't Program (e)	Property Manager (g)
TOTAL														

(a) ROLE: Indicate the role or roles you played in the development of each property listed. If developed as part of a joint venture, indicate such by adding JV to the respective role (e.g., D/JV).
D=Developer; B=Builder; GC= General Contractor; CM=Construction Manager; F=Provided Financing; O=Other (specify)
(b) TYPE: Project Type: RH=Rental Housing; CH=Coop/Condo Housing; SF=Single Family Housing; O=Office; R=Retail; CF=Community Facility; M=Mixed Use
(c) CATEGORY: NC=New Construction; SR=Substantial Rehab; MR=Moderate Rehab
(d) STATUS: Indicate if project is Pre=Pre-development; UC=Under Construction; Com=Completed
(e) GOVERNMENT PROGRAM: Provide the name of the program.
(f) CONSTRUCTION/PERMANENT LENDER: Provide the name of the institution.
(g) MANAGEMENT: Indicate if you manage the project directly or use a property manager. Provide the name of the property manager used, if any. Indicate N/A if you no longer own the project.

Form 5A: Residential Management Experience (Preservation/Affordable Housing)

Name of Applicant:

Management Entity:

List below all preservation affordable properties managed currently or within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 5B: Residential Management Experience (New Construction/Affordable Housing)

Name of Applicant:

Management Entity:

List below all new construction properties, affordable housing, managed within the seven (7) year period preceding the deadline
for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management From	 To	Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
TOTAL								

Form 5C: Residential Management Experience (Preservation/Market Rate Housing)

Name of Applicant:

Management Entity:

List below all preservation affordable properties managed currently or within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 5D: Residential Management Experience (New Construction/Market Rate Housing)

Name of Applicant:

Management Entity:

List below all new construction properties, excluding affordable housing, managed within the seven (7) year period preceding the deadline for submission of proposals in response to this RFP. Use additional pages as needed.

Property Address: Builiding Number, Street City, State, Zip	Housing Type (i.e. 1 - 4 family homes; multifamily rental; coop; condominium)	Number of DU's	Dates of Management		Section 8? (Y/N)	LIHTC? (Y/N)	Public Hsg Units (Y/N)	Owner ("Self", or provide name and phone number):
			From	To				
TOTAL								

Form 5E: Management Experience Questionnaire

Name of Applicant: ______________________________________

Management Entity: ______________________________________

1. Across your portfolio, what is the typical ratio of property managers to number of units? Describe if staffing plans differ based on the funding source (e.g. LIHTC or HOME).

2. Describe the management and maintenance staffing plan envisioned for this project. If you have one, please submit a sample or project-specific Management Plan.

3. What property management certifications and licenses are held by your staff? (For example: RAM or IREM certification, tax credit certification, commercial real estate broker's license, etc.)

4. Please describe any LIHTC and/or HOME compliance coursework management staff has completed.

5. Has any property managed by the manager or owned by the owner ever had a recapture of LIHTC? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.

6. Have IRS Forms 8823s been issued for your properties, reporting noncompliance that was uncorrected at the time of issuance? If so, how many have been issued? Please include instances where you may have purchased or taken over management of a property with open compliance issues.

7. Do any properties managed by the manager or owned by an affiliate of the owner have open HOME compliance issues? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open compliance issues.

8. Do any properties managed by the manager or owned by an affiliate of the owner have open Class C NYC Housing Maintenance Code violations or open NYC DOB violations? If so, please explain in detail. Please include instances where you may have purchased or taken over management of a property with open violations.

9. Has the management company or any of its principals been disbarred by HUD or any other government agencies?

10. What is the vacancy rate across your portfolio as of the date of this submission? Please explain.

11. What are delinquent rents as a percentage of total rent roll across your portfolio of owned/managed properties? Please submit data showing arrears at 30, 60, and 90+ days arrearages.

12. Please submit a sample Monthly Management Report from the last year for an affordable housing property of your choosing.