

# REQUEST FOR PROPOSALS

Issue Date: **Friday, February 2, 2007**  
Pre-Submission Conference Date: **Friday, February 16, 2007**  
Proposal Submission Deadline: **Wednesday, April 18, 2007**

## GREENPOINT-WILLIAMSBURG



THE CITY OF NEW YORK  
Michael R. Bloomberg, *Mayor*  
Daniel L. Doctoroff, *Deputy Mayor  
for Economic Development and Rebuilding*  
DEPARTMENT OF HOUSING PRESERVATION  
AND DEVELOPMENT  
Shaun Donovan, *Commissioner*  
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CREATING HOUSING FOR THE NEXT GENERATION

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# I INTRODUCTION

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Pursuant to this Request for Proposals (“**RFP**”) the City of New York (“**City**”), through its Department of Housing Preservation and Development (“**HPD**”), is inviting developers to submit proposals for residential and/or mixed-use developments (“**Project(s)**”) on three (3) separate sites (“**Site(s)**”) located in the Greenpoint-Williamsburg section of Brooklyn.

This RFP is being issued as part of the Mayor’s New Housing Marketplace initiative, which responds to the changing housing needs of New York’s communities by committing to the new construction or rehabilitation of 165,000 housing units by 2013. The proposed Projects serve the initiative’s critical goals of creating needed housing opportunities, maximizing affordability, making City-owned land available for private residential development, and, in turn, enhancing the City’s community revitalization efforts.

In addition, this RFP responds to the City’s commitment to undertake projects for the development of affordable housing in conjunction with the Greenpoint-Williamsburg rezoning of 2005.

Selected Developers will be required to meet specific permanent affordability restrictions outlined in this RFP. **Units developed as a result of this RFP cannot satisfy any inclusionary zoning bonus requirements.** Development Sites associated with this RFP may be located within the new 421-a Geographic Exclusion Area effective December 28, 2007. Respondents are advised to refer to the relevant statute and rules when considering tax benefits.

The New York City Housing Development Corporation (“**HDC**”) will consider financing projects through its New Housing Opportunities Program (New HOP), and Low-Income Affordable Market-Place Program (LAMP). HPD subsidies may be available through the NYC Housing Trust Fund and the New Construction Participation Loan Program (PLP). Developers may apply for 9% Low Income Housing Tax Credits. In addition, federal HOME funds, and other sources of funding may be available. Proposals that provide the greatest affordability using the least amount of subsidy will be given preference. Section III (E), “Financing” provides more information on financing sources and terms.

Each Site will be conveyed to the selected developer (“**Developer**”) for a nominal purchase price of \$1.00 per tax lot. Respondents are responsible for assembling a development team and undertaking the design, financing, construction and marketing of the proposed project. A Respondent will be selected for each Site based on an evaluation of the Respondent’s qualifications, feasibility of development proposal, development experience and quality of proposed design as outlined in Section III B, “Program Requirements and Guidelines” and other requirements as noted in Section V, “Developer Selection Process”. A Respondent may be awarded more than one Site.

This RFP does not represent any obligation or agreement whatsoever on the part of the City. Any obligation or agreement on the part of the City may only be incurred after the City enters into a written agreement approved by the Mayor and the Corporation Counsel.

A pre-submission conference will be held on February 16, 2007 at 2:00 p.m. at HPD, 100 Gold Street, Room 1R, New York, NY. All Respondents are strongly encouraged to attend.

The existing building located on the Greenpoint Hospital Site (Site 3) will be available for inspection on February 27, 2007 between 10:00 A.M and 1:00 P.M. Respondents may access the building at any time between these hours but must leave the Site by 1:00 P.M. Respondents will be required to sign a waiver of liability and indemnity, which releases and indemnifies the City with respect to any and all claims or causes of action for bodily injury, loss of life, or property damage arising from your entry, presence, or activities on the property.

Proposals are due by hand on April 18, 2007, no later than 4:00 P.M. Refer to Section VI, "Submission Requirements" for detailed instructions.

## II DEFINITIONS

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### **Developer**

The entity or entities selected by HPD to commence negotiations regarding the development of the Development Sites offered through this RFP. The entity or entities will assemble a Development Team that will provide equity, secure financing, design, develop, build, market, and manage a Project.

### **Development Site (or “Site”)**

One or more contiguous or non-contiguous sites being offered for development under this RFP as a single project, as described in Section III (A), “Development Sites”.

### **Development Team**

The Developer and 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/or management of a Project.

### **Principal**

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

### **Project**

The development of housing, commercial/retail space, accessory residential parking, and other uses permitted on a Development Site.

### **Respondent**

An individual, partnership, limited liability company, corporation, joint venture, or other entity that submits a proposal in response to the RFP.

### **Subordinated City Debt**

The amount equal to the sum of:

- 1) the difference between the cash portion of the purchase price paid at closing and the appraised value of the land; plus
- 2) the amount of any City construction subsidy for the construction of the units or homes (less the amount required to be repaid from proceeds from the sale of the units or homes, for homeownership projects).

### **ULURP**

The Uniform Land Use Review Procedure is the process required under the City Charter for the review of certain types of land use decisions (such as disposition of City land and rezoning and mapping of City streets) by Community Boards, Borough President, City Planning Commission, City Council and the Mayor.

### **III SITE DESCRIPTION AND PROGRAM GUIDELINES**

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#### **A. DEVELOPMENT SITES**

The Development Sites offered pursuant to this RFP are listed below, followed by detailed Development Site maps, descriptions and permanent affordability requirements.

- Site 1: Maujer/Ten Eyck
- Site 2: Bedford
- Site 3: Greenpoint Hospital

**Site 1: Maujer/Ten Eyck, Brooklyn**



Block	Lot(s)	Approx. Lot Area	Current Zoning	Site Description / Comments
2785	42, 43	4,750 SF	R6/ C1-3 overlay (overlay lot 42 only)	This site includes two (2) unimproved vacant lots located mid-block on the south side of Maujer Street between Union Avenue and Lorimer Street. There are 50 feet of frontage on Maujer Street.  This site is part of Maujer Street Urban Renewal Area Site 1.*
2791	35, 37	10,000 SF	R6	This site includes two (2) unimproved vacant lots located mid-block on the south side of Ten Eyck Street between Union Avenue and Lorimer Street. There are 100 feet of frontage on Ten Eyck Street.  This site is part of Maujer Street Urban Renewal Area Site 3.*



**Maujer Street – Block 2785 Lots 42, 43**



**Ten Eyck Street – Block 2791 Lots 35, 37**

Site 1 (continued):

**Permanent Affordability Requirements:**

- Sixty percent (60%) of units must be rented to households with annual incomes between 61% and 80% of Area Median Income (AMI)
- Forty percent (40%) of units must be rented to households with annual incomes up to 60% of AMI

**Other Considerations:**

- This Site is within the new 421-a Geographic Exclusion Area
- The Developer selected for this Site will be expected to work with the City to prepare the necessary environmental reviews, pursuant to the City Environmental Quality Review (CEQR) requirements. The Developer will be responsible for any remediation that may be needed on the Site.
- The site will require approval through ULURP. The land use action requiring approval under ULURP is the disposition of City-owned property. HPD will be the applicant for this approval.
- Respondents may request a copy of the Maujer Street Urban Renewal Plan by contacting Thehbia Hiwot, Project Manager, HPD Division of Planning and Pipeline Development, 100 Gold Street, Room 9-G, (212) 863-6275.

**Site 2: Bedford, Brooklyn**



Block	Lot(s)	Approx. Lot Area	Current Zoning	Site Description / Comments
2430	23, 24, 25, 28	7,251SF	R6/C2-3	This irregular site includes four (4) unimproved vacant lots located on the southeast corner of South 4 <sup>th</sup> Street and Bedford Avenue. There are approximately 23 feet of frontage on South 4 <sup>th</sup> Street and approximately 61 feet of frontage along Bedford Avenue.



**Bedford and S4th Street – Block 2430 Lots 23, 24, 25, 28**

Site 2 (continued):

**Permanent Affordability Requirements:**

- One hundred percent (100%) of the units must be rented to households with annual incomes up to 40% of Area Median Income.

**Other Considerations:**

- The Developer selected for this site may consider acquisition of adjacent privately-owned lots (Lots 26 and 27).
- This Site is within the new 421-a Geographic Exclusion Area
- The Developer selected for this Site will be expected to work with the City to prepare the necessary environmental reviews, pursuant to the City Environmental Quality Review (CEQR) requirements. The Developer will be responsible for any remediation that may be needed on the Site.
- The Site will require approval through ULURP. The land use action requiring approval under ULURP is the disposition of City-owned property. HPD will be the applicant for this approval.

**Site 3: Greenpoint Hospital, Brooklyn**



Block	Lot(s)	Approx. Lot Area	Current Zoning	Site Description / Comments
2885	Part of 1	59,598 SF	R6	<p>This site includes one (1) vacant building and improved vacant land on the southeast corner of Maspeth Avenue and Debevoise Avenue. There are approximately 417 feet of frontage on Maspeth Avenue and approximately 160 feet of frontage along Debevoise Avenue.</p> <p>The existing vacant building is 4-stories and includes 34,956 SF of floor area.</p>



**Greenpoint Hospital – Block 2885 p/o Lot 1**

Site 3 (continued):

**Permanent Affordability Requirements:**

- Ten percent (10%) of units must be rented to households with annual incomes between 81% and 130% of Area Median Income (AMI)
- Twenty five percent (25%) of units must be rented to households with annual incomes between 61% and 80% of AMI
- Twenty five percent (25%) of units must be rented to households with annual incomes between 41% and 60 of AMI
- Forty percent (40%) of units must be rented to households with annual incomes up to 40% of AMI

**There are five (5) existing buildings on Lot 1 that are not part of this RFP.**

**Other Considerations:**

- The existing building will be available for inspection on February 27, 2007 between 10:00 A.M and 1:00 P.M. Respondents may access the building at any time between these hours but must leave the Site by 1:00 P.M. Appropriate clothing and a flashlight are strongly encouraged.

Respondents will be required to sign a waiver of liability and indemnity, which releases and indemnifies the City with respect to any and all claims or causes of action for bodily injury, loss of life, or property damage arising from your entry, presence, or activities on the property.

Site 3 (continued):

- Proposals that include a rezoning to a density deemed appropriate by the City will be considered.
- Proposals that include the purchase of available air rights from under built sites on the Greenpoint Hospital campus may be considered.
- Preservation of the existing building is encouraged.
- The Developer selected for this Site will be expected to work with the City to prepare the necessary environmental reviews, pursuant to the City Environmental Quality Review (CEQR) requirements. The Developer will be responsible for any remediation that may be needed on the Site.
- The Site will require approval through ULURP. The land use action requiring approval under ULURP is the disposition of City-owned property and, if applicable, any rezoning of the property. HPD will be the applicant for this approval.

## **B. PROGRAM REQUIREMENTS AND GUIDELINES**

Submissions must conform to the following requirements:

### **Affordability**

Proposals must comply with the permanent affordability requirements outlined in Section III (A), “Development Sites”. Affordability calculations must be adjusted to family size as described in **Exhibit G**.

### **Property Use**

The Sites must be developed for residential use as rental units in accordance with the proposal.

### **Zoning and Urban Renewal Areas**

Proposals for the Development Site must comply with the New York City Zoning Resolution and any applicable Urban Renewal Plan(s).

### **Design Guidelines**

#### Room Sizes

Room sizes must meet HPD minimum requirements. Please see **Appendix A** for room size minimum requirements.

#### Detailing and Material

Details should define the bases, middles, and tops of buildings, as well as produce bases that reinforce human scale. Designs should maximize fenestration to increase light and views. Overall building fenestration should be varied in the bases and tops of buildings.

#### Street Treatment

Street trees, pedestrian lighting, and other streetscape features must be provided surrounding the Development Sites.

#### Entrances

The main residential entrance should be clearly articulated and differentiated from entrances to commercial / retail spaces.

#### Circulation

Pedestrian / vehicular conflicts should be minimized to the greatest extent possible. Parking, if any, and loading docks, if any, should be enclosed or appropriately screened.

#### Zoning

Sites currently zoned R6 or Sites that may be rezoned to R6 should follow the Quality Housing Program (ZR28). Any rezoning requires approval through ULURP.

### Sustainable Design

Proposals must integrate high performance building practices throughout the Projects. Please refer to **Exhibit H** for required and optional sustainable design elements.

## **C. OBLIGATIONS OF THE SELECTED DEVELOPER**

The Developer will be required to perform the following:

1. Assemble a Development Team including a lead architect, contractor, marketing agent, and other relevant partners. The Development Team will design, construct, and lease the completed units. If applicable, the Developer will be responsible for partnering with a not-for-profit organization to facilitate the development and ongoing management and operation of any permanent supportive housing component of the Project. The not-for-profit organization will own the permanent supportive housing building.
2. Prepare a complete set of schematic site plans, floor plans, elevations, and cost estimates that include any modifications to the original plans included in the Proposal in response to this RFP, as agreed upon by HPD and the Developer, and submit them to HPD for review and approval within two (2) months of selection.
3. Prepare a complete set of final site plans, floor plans, elevations, samples of exterior building materials, and detailed specifications, and submit them to HPD for review and approval prior to disposition.
4. Assist HPD in the preparation of the ULURP application, obtain all necessary approvals under ULURP, and participate in all required public forums, hearings, and briefings with the Community Board, elected officials, City agencies, and other organizations.
5. Fund and undertake any environmental review, soil testing and/or remediation required on the Site.
6. Provide an equity contribution and any guarantees as required by the construction lender, secure construction financing, and meet any other terms and conditions required by HPD and construction lenders.
7. Pay all transfer taxes associated with the conveyance of the Site to the Developer, and all transfer and recording taxes associated with the project financing.
8. Subdivide the Site if applicable. A separate tax lot will be required for permanent supportive housing buildings.
9. Take affirmative steps to include local-, minority- and woman-owned business enterprises when issuing solicitations from subcontractors. The developer must, in all solicitations or advertisements for bids for subcontractors placed by or on behalf of the developer, state that all qualified applicants will receive consideration for subcontracts without regard to race, color, religion, sex, national origin, disability, age, handicap, marital status, or military service.
10. Employ prevailing wage for the permanent supportive housing component, as required by the SHLP and any applicable Federal regulations of Federal subsidies, as provided.

11. Arrange for timely commencement and completion of the Project. Developers will be held accountable for the schedules outlined in their Proposals and agreed upon with HPD.
12. Market the residential units in accordance with City requirements and policy as stated in **Appendix C**. If applicable, supportive housing rent-up is discussed in **Appendix E**.
13. Submit ongoing status reports to HPD regarding Project development, financing, marketing, leasing, and management.

#### **D. DISPOSITION AND DISPOSITION PRICE**

Disposition of the Development Site to the Developer will be subject to the following:

1. The receipt of all public approvals required for disposition of the Site and development of the proposed Project on such Site, including without limitation, approval by the City Council and Mayor.
2. Following City Council approval of the Project and Mayoral approval of the disposition, the selected Developer must execute, acknowledge, and deliver the documents necessary to complete the disposition process within a time period specified by HPD. These documents include, but are not limited to, a Land Disposition Agreement (“LDA”), as required.
3. The Site will be conveyed in accordance with the terms of the LDA to be entered into between the Developer and HPD and will be conveyed in “as is” condition, including without limitation, all environmental conditions and hazards. The LDA will contain covenants running with the land that require the Developer to develop the Site in accordance with plans and specifications determined and approved by HPD.
4. The simultaneous closing of a bona fide construction loan required to finance the full development of such Site.
5. Upon conveyance, the Developer will pay the nominal cash price of \$1.00 per tax lot and will deliver an enforcement note and mortgage in the amount equal to the sum of the difference between the cash portion of the purchase price paid at closing and the appraised value of the land.

## **E. FINANCING**

It is the responsibility of the Developer to obtain construction and permanent financing from lenders in amounts consistent with the Proposal. Developers may use different lenders for construction and permanent financing. The amount of the Developer's equity will be determined by the lender(s). The Developer will be required to submit a term sheet and letter of intent from a lender indicating willingness to lend and amount for construction financing of the Project within six (6) months of selection of the Developer.

If feasible, the following funds from City, State, and Federal sources may be available to subsidize construction and enhance overall Project affordability:

- HPD New Construction Participation Loan Program (PLP), Mixed Income Rental Program (MIRP), and NYC Housing Trust Fund
- New York City Housing Development Corporation (HDC) New Housing Opportunities (New HOP), and Low-Income Affordable Market-Place (LAMP)
- New York State Housing Trust Fund (HTF)

Total cash subsidy from HPD and/or HDC must not exceed \$85,000 per residential unit. This cash subsidy can be combined with financing available through HDC programs and the Low Income Housing Tax Credit program. Please refer to <http://www.nychdc.com> and <http://www.nyc.gov/hpd> for further information and program term sheets.

Developers may propose additional subsidy sources. Proposals must comply with all terms of any subsidy programs that are utilized. Proposals will be evaluated based on the efficiency of proposed financing plans.

## **F. REAL PROPERTY TAXES AND CHARGES**

The Development Site may be eligible for an Urban Development Action Area Program ("UDAAP") tax exemption, a 421-a partial tax exemption, or 420-c tax exemption. For details of each program, it is necessary to consult the relevant statute and rules. Respondents should indicate which tax exemption program(s), if any, they plan to utilize. It is the responsibility of the Developer to apply for and meet the requirements of the specific tax benefit program(s). HPD makes no representations or warranties as to the continued availability of these benefits or as to the Development's eligibility to receive these benefits.

The UDAAP tax exemption is subject to approval by the City Council. The City Council may grant an exemption from the New York City Real Property Tax on the buildings/improvements for up to twenty (20) years. If the Council grants the full 20-year exemption, the Project would be fully exempt from the New York City Real Property Tax on the buildings/improvements for the first ten (10) years with a gradual phase-in of full taxes over the remaining ten (10) years (10% per year). The full amount of the New York City Real Property Tax on the land must be paid each year.

The 421-a partial tax exemption for new multi-family buildings provides an exemption from the New York City Real Property Tax on the increase in assessed valuation resulting from the improvement to the property. The 421-a partial tax exemption allows up to 3 years of construction period exemption, and up to twenty-five (25) years of post-construction exemption, including a gradual phase-in of full taxes over the last four (4) years of the exemption. Projects may include the concurrent conversion, alteration or

improvement of a pre-existing building provided that no more than 49% of the floor area of the completed multiple dwelling consists of the pre-existing building. Projects in the new Geographic Exclusion Areas effective December 28, 2007 must receive substantial governmental assistance pursuant to a program for the development of affordable housing, or must be certified by HPD as having at least 20% of their units affordable to low and moderate income households, or must have entered into an agreement with HPD prior to December 28, 2007 to provide units offsite affordable to low and moderate income households. The full amount of New York City Real Property Tax on the assessed valuation of the property in the tax year preceding the tax year in which construction commences must be paid each year.

The 420-c tax exemption provides an exemption from New York City Real Property Tax for up to sixty (60) years for housing financed in part with Federal Low Income Housing Tax Credits. Projects must be owned or leased for at least thirty (30) years by a corporation, partnership, or limited liability company, of which at least fifty percent (50%) of the controlling interest is held by a charitable organization with 501(c)(3) or (4) tax exempt status, or a wholly-owned and wholly-controlled subsidiary of such a charitable organization. HPD must approve a regulatory agreement that requires use as low-income housing and that may require a payment in lieu of taxes.

The J-51 program provides tax exemption and tax abatement benefits for the rehabilitation of multiple dwellings or the conversion of a non-residential building into a multiple dwelling. Eligible projects receive a partial tax exemption from the New York City Real Property Tax on the increase in assessed valuation resulting from the improvement to the property for up to thirty-four (34) years, including a gradual phase-in of full taxes over the last four (4) years of the exemption. The J-51 program also provides an abatement of up to 12 ½% of eligible costs (Certified Reasonable Costs or CRC) each year to reduce the taxes on the property up to a maximum of 150% of the CRC; any unused abatement may be carried forward for up to twenty (20) years. Projects may include new construction resulting in an increase in gross cubic content provided that at least 50% of the floor area of the completed building consists of the pre-existing building that was converted, altered or improved. A proportionate reduction in the CRC will be made for any increase in the gross cubic content of the building greater than the permitted allowance and for any commercial or non-residential space.

## **G. MARKETING, SALES, AND/OR LEASING**

Residents of Community District 1 will receive preferential consideration for 50% of the units within any development. The marketing of the housing units are the sole responsibility of the Development Team. In carrying out these functions, the Developer must comply with HPD's marketing requirements, which are designed to ensure that the availability of the units are disseminated as widely and fairly as possible. The requirements are stated in **Appendix C**, and will be part of the LDA that the Developer will execute. The marketing of the units will be monitored by HPD staff to ensure compliance with these requirements.

The rents of the units projected in the Proposal are to be determined by the Developer in accordance with HPD and the requirements outlined in Section III (A), "Development Sites". Please refer to **Exhibit G** for the procedure to calculate affordability of proposed rents.

## **H. RENT STABILIZATION**

Initial rents for the rental units must reflect the Rent and Affordability Calculations described in **Exhibit G**. All rental units must be entered into the New York State Rent Stabilization system upon initial occupancy following completion of the Project.

**I. FAIR HOUSING REQUIREMENTS**

The Developer is required to comply with all applicable Federal, State, and local laws, orders, and regulations prohibiting housing discrimination.

**J. WARRANTY COVERAGE**

Units must be sold with warranty coverage as required by HPD and that complies with Section 777 of the New York State General Business Law.

**K. RESALE, REFINANCING, AND RECAPTURE RESTRICTIONS**

The portion of the Subordinated City Debt attributable to the rental components of the Project is repayable out of refinancing and resale profits, and is non-evaporating.

**L. EQUAL OPPORTUNITY**

Agreements resulting from this RFP will be subject to the provisions of Executive Order 50 and its implementing regulations, as stated in Appendix F (Equal Opportunity). A representative from the Development Team will be required to attend a class administered by HPD outlining the requirements of Executive Order 50 and to submit EO forms provided by HPD verifying compliance with its provisions.

## IV REQUEST FOR PROPOSALS PROCESS

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The RFP process consists of the following stages:

### A. SUBMISSION

On or before the submission deadline, the Respondent must submit their proposal in accordance with the instructions and attachments contained in this RFP.

Submission of a proposal shall be deemed permission by the Respondent for HPD to make such inquiries concerning the applicant as deemed necessary. Proposals that are not complete or not in conformance with the requirements of this RFP will be eliminated from further consideration. Respondents should note carefully the submission requirements listed below in Section VI, "Submission Requirements".

After submission, HPD will not accept additions or changes to the proposals. Upon review, however, HPD, at its discretion, may notify a Respondent that additional information or clarification is necessary.

HPD, in its sole discretion, may amend or withdraw this RFP at any time. In order to be considered, proposals must conform to any amendments issued for any Site.

### B. SELECTION

Proposals and Respondents will be evaluated based on the criteria detailed below in Section V, "Developer Selection Process", taking into account the information provided in the proposal, references, and any other information about the Respondent's performance available to HPD. Only proposals that meet all threshold requirements will be considered.

Proposals that meet all threshold requirements, based on HPD's sole judgement and discretion, will be evaluated, rated and ranked according to Section V (B), "Competitive Selection Criteria". HPD may request additional information, site visits, interviews, or other presentations by the Development Team. HPD may disapprove the inclusion of any member of the Respondent's Development Team and/or require the selected Respondent to substitute other individuals or firms.

HPD reserves the right to award a Respondent only as many Sites as HPD believes, based on the Respondent's organizational and financial capacity, the Respondent can develop within the proposed timeframe. Decisions will be based on HPD's sole evaluation and judgement. Respondents may be awarded more than one Site.

Selection of a Respondent for a Site(s) under this RFP will mean only that HPD will commence negotiations with such Respondent regarding the development of such Site(s). Upon such selection, HPD will send a letter to the Respondent regarding the commencement of such negotiations ("Negotiation Letter"). This letter will set forth certain information regarding the project, program, and procedures that will form the basis of such negotiation. **Exhibit B** contains a Respondent's Letter that describes this process. Each proposal must include this letter signed by an authorized representative of the Respondent.

Any Respondent who receives a Negotiation Letter from HPD must thereafter disclose all previous participation with City-assisted projects. Such entity and all principals thereof will each be required to submit the appropriate disclosure forms. Upon request at any time, HPD will provide a copy of the disclosure forms to any Respondent.

## V DEVELOPER SELECTION PROCESS

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HPD will evaluate each proposal and each Respondent according to the Threshold Requirements below, taking into account the information provided in the proposal, references, and any other information about the Respondent's performance available to HPD. **Only proposals that meet all Threshold Requirements will be considered.**

Proposals that meet all Threshold Requirements, based on HPD's sole judgement and discretion, will be evaluated, rated, and ranked according to the Competitive Selection Criteria below. HPD may request additional information, site visits, interviews, or presentations by the Development Team. The selected Developer will be chosen from among the highest rated and ranked proposals.

HPD may disapprove the inclusion of any member of the Respondent's Development Team and/or require the selected Respondent to substitute other individuals or firms.

### A. THRESHOLD REQUIREMENTS

#### **Affordability**

All proposals must meet the permanent affordability requirements as described in Section III (A), "Site Description and Program Guidelines".

#### **Completeness of Proposal**

The proposal must contain **all documentation** required under Section VI, "Submission Requirements". All the required forms must be fully completed and application requirements met at the time of submission. Upon review, however, HPD, at its discretion, may notify a Respondent that additional information or clarification is necessary.

#### **Comparable Development Experience**

At least one Principal of the Respondent must have had prior development experience as a principal successfully completing new construction and/or substantial rehabilitation of at least one project of comparable size to that of the Site(s) requested. "Development Experience" is defined as the successful completion, as a principal of a developer or general contractor, of the substantial rehabilitation and/or construction of at least one residential project within the past ten (10) years. HPD will only consider similar projects completed in the New York metropolitan area or in a location comparable to the Development Site(s).

#### **Development Capacity & Current Workload**

Respondents must be capable of beginning construction within twelve (12) months from the date of the Negotiation Letter. A Respondent's current workload and other pending project obligations will be considered in assessing its capacity for undertaking the Project.

### **Ability to Finance**

Respondents must demonstrate adequate financial resources to develop a project of the scope proposed in their submission. HPD will evaluate the Respondent's assets, bank or other lender references, and current commitments in order to assess the Respondent's capacity to secure construction and permanent financing, meet construction lender's equity requirements, absorb any cost overruns, and commence and complete construction of the Project in a timely manner.

### **Feasibility of Development Proposal**

Developer's financing plan must be considered feasible. Estimated development costs must be within current industry parameters. Proposed rents for the housing units must be deemed realistic based upon proposal information and market conditions. An estimate of the square footage construction costs using both net and gross square footage should be provided along with the project budget.

### **Development Compliance**

Proposed Project must meet all minimum requirements outlined in Section III (B), "Program Requirements and Guidelines".

### **New Construction Sustainability**

Proposals are required to meet the HPD New Construction Sustainability Requirements in **Exhibit H**. The requirements encourage the design of residential units that are energy-efficient and have healthy indoor air quality. Beyond these two key areas, the criteria include additional suggestions and requirements for site and building design, resource conservation, construction practices, and more. Proposals that meet all the requirements, based on HPD's sole judgement and discretion, and choose to include optional elements will be given additional consideration during the Competitive Selection phase.

### **No Adverse Findings**

A Respondent's proposal will be rejected if there are any adverse findings that would prevent the City from conveying a Site to the Respondent or any person or entity associated with the Respondent. Such adverse findings include, but are not limited to: (1) arson conviction or pending case; (2) harassment conviction or pending case; (3) City, State, Federal or private mortgage foreclosure proceedings or arrears; (4) in rem foreclosure or substantial tax arrears; (5) defaults under any City-sponsored program; (6) a record of substantial building code violations or litigation against properties owned by the Respondent or by any entity or individual that comprises the Respondent; or (7) conviction for fraud, bribery, or grand larceny. In addition, HPD reserves the right not to evaluate proposals where the Respondent or part of the Respondent's team has been de-designated from any government sponsored or publicly assisted project.

## **B. COMPETITIVE SELECTION CRITERIA**

Proposals that satisfy the **Threshold Requirements**, based on HPD's sole judgement and discretion, will be evaluated and ranked according to the Competitive Selection Criteria described below. In evaluating proposals under these criteria, the combined experience and resources of all Principals of the Respondent will be considered. HPD may request additional information, site visits, interviews, or other presentations by the Development Team.

### **Development Experience and Capacity**

Previous development experience will be evaluated as it reflects the Respondent's ability to carry out a quality project in a timely manner. Among the factors that will be considered are: (1) the quality of construction and design in projects completed or currently being built by the Respondent and/or its Principals; (2) the extent of the Respondent's experience, in terms of number, size and scale of projects completed; (3) Respondent's history of delivering projects on time and within budget; and (4) the absence of tenant and/or purchaser complaints.

HPD will give greater weight to developments that:

- Were new construction buildings;
- Are comparable in size, type, and scale to the project that is being proposed; and
- Were completed within the last seven (7) years.

### **Affordability**

Proposals that meet the permanent affordability requirements with the least amount of subsidy will be ranked highest under this criterion.

### **Quality of Proposed Design**

HPD will evaluate each architectural proposal to determine the project's positive impact on community revitalization and responsiveness to the neighborhood context. Respondents should design structures that complement and elevate the level of urban design in each neighborhood and undertake creative and innovative ways to achieve that goal. Respondents are encouraged to use new materials and techniques, a diversity of architectural styles and imaginative site planning.

Dimensions, spacing, and setting of fenestration should complement neighborhood patterns. Horizontal and vertical architectural elements marked by a change in color, texture, material and fenestration should be used to reduce the scale of the building wall; to relate to lower, narrower adjacent buildings and to define the juncture of the middle of the building, with the base and the top.

All submissions are judged on applicable codes and the following elements:

#### **SITE PLANNING**

- Maximizing zoning potential
- Appropriate location of each function
- Variety of outdoor space, programming and landscaping enhancement
- Graceful parking integration, shielded from street and open spaces
- Use and programming of rooftop as additional tenants' open space
- Provision for landscaping, lighting and streetscape features

#### STREET FAÇADE & MASSING

- Facade composition, color, texture and heights
- Base, middle and top definition, roofline expression, ornamentation, details
- Distinguished residential entrance differentiated from commercial & community entries
- Lighting, landscaping, sidewalk paving to enhance & animate the pedestrian experience
- Contextual relationship with neighborhood buildings through massing, materials

#### BUILDING AND APARTMENT PLANNING

- Attractive, spacious, durable lobby space with maximum natural light
- Efficient circulation system undisrupted by building maintenance elements
- Provision for residential amenities, indoor and outdoors
- Provision and efficiency of building maintenance services
- Variety of unit types

While the HPD New Construction Design Guidelines in **Appendix A** represents minimum design guidelines and construction requirements, applicants are encouraged to exceed those minimum standards to provide the best quality housing possible.

#### **New Construction Sustainability**

Proposals that include optional elements of the HPD New Construction Sustainability Requirements will be given additional consideration. Details are outlined in **Exhibit H**.

## VI SUBMISSION REQUIREMENTS

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### A. PRE-SUBMISSION INFORMATION AND INQUIRIES

#### **Pre-Submission Communications**

All communications regarding this RFP should be directed in writing to Thehbia Hiwot, Division of Planning and Pipeline Development, 100 Gold Street, Room 9-G, New York, NY 10038; faxed to (212) 863-5052; or emailed to hiwott@hpd.nyc.gov.

#### **Pre-Submission Conference**

A pre-submission conference will be held on Friday, February 16, 2007 at 2:00 pm at HPD, 100 Gold Street, Room 1R, New York, NY. The date, time, and location of this pre-submission conference will also be posted on HPD's website, [www.nyc.gov/hpd](http://www.nyc.gov/hpd). HPD **strongly recommends** that interested Respondents attend this pre-submission conference.

People with disabilities requiring special accommodations to pick up the RFP or to participate in the pre-submission conference should contact Thehbia Hiwot at (212) 863-6275.

### B. GENERAL REQUIREMENTS

**PROPOSALS MUST BE SUBMITTED BY HAND TO HPD AT THE ADDRESS BELOW NO LATER THAN 4:00 P.M. ON WEDNESDAY, APRIL 18, 2007. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED, REGARDLESS OF THE REASON FOR LATE SUBMISSION.**

**If a Respondent submits proposals for more than one Site, each Site Proposal must be submitted in a separate binder clearly labeled by the Site number.**

HPD must receive one (1) original and three (3) bound copies of each proposal containing all required supporting documentation. **All proposals must be bound in three-ring binders of an appropriate size.** An authorized representative of the Respondent must sign the original proposal. The proposal must provide the name, address, telephone and fax numbers, and e-mail address of an authorized representative of the Respondent who may be contacted during the period of proposal evaluation. Each copy must be clearly labeled as described below and tabbed as indicated in Section VI (C), "Contents of Proposal and Tabbing". Respondents must inform any commercial delivery service, if used, of all delivery requirements and ensure that the required information appears on the box. The original and all copies must be submitted in a box and labeled as follows:

FROM: Respondent's name and address

TO: Department of Housing Preservation and Development  
Division of Planning and Pipeline Development  
100 Gold Street, Room 9-G  
New York, NY 10038  
Attn: Thehbia Hiwot

RE: Proposal in Response to Greenpoint-Williamsburg Sites

A proposal may be withdrawn or modified in writing only prior to the proposal due date and time or, if applicable, up until any subsequent due date and time set for the submission of proposals. Modifications received after the proposal due date will not be considered.

All proposals will become the property of HPD. Submission of a proposal will be deemed to be permission for HPD to make such inquiries concerning the proposal and the Respondent as HPD deems necessary. If HPD determines, upon review of a proposal, that any items are missing and/or incomplete, HPD, in its sole discretion, may notify the Respondent to provide such items. Failure to provide complete information in a timely fashion could result in rejection of the proposal.

**HPD RESERVES THE RIGHT TO POSTPONE OR CANCEL THIS RFP AND TO REJECT ALL PROPOSALS.**

### **C. CONTENTS OF PROPOSAL AND TABBING**

Each proposal must contain the forms and supporting documentation described below. Each copy of the proposal must be tabbed as indicated below. The tabs should run down the right hand side of the bound proposal document.

#### **TAB A – Completeness Checklist**

Each Respondent must submit a **Completeness Checklist**. The format of this checklist is contained in **Exhibit A**.

#### **TAB B – Respondent's Letter**

Each Respondent must submit a completed **Respondent's Letter** printed on the Respondent's letterhead and signed by an authorized representative of the Respondent. The format of this letter is contained in **Exhibit B**.

#### **TAB C – Development Team Information and Principal Questionnaire**

Each Respondent must submit a completed **Development Team Information Form** and **Respondent Questionnaire**. The forms are contained in **Exhibit C**. If the Respondent is a joint venture, a separate questionnaire must be submitted for each entity that comprises the joint venture. Not-for-profit organizations must identify Directors and Officers. Any additional pages, which are part of the response to a questionnaire, should also be included under this tab.

#### **TAB D – Development Experience and Current Workload**

Each Principal that comprises the Respondent must submit a listing of **Development Experience & Current Workload**. This listing should contain all of the information requested in the format of **Exhibit D**. Each entity that comprises the Respondent must list all construction projects that have been completed within the ten (10) years preceding the deadline for submission of proposals in response to this RFP. On a separate form, each entity that comprises the Respondent must list all construction projects that are in construction, pre-development, or otherwise committed.

### **TAB E – Assets Statement and Individual’s Property Listing**

Each Principal of the Respondent must submit audited or reviewed financial statements describing in detail the Principal’s financial status within the two (2) most recent fiscal years preceding the deadline for the submission of proposals in response to this RFP. Publicly owned companies must submit the latest annual report and Form 10K as well as any Form 10Q submitted after such Form 10K. As an alternative, the **Assets Statement** in **Exhibit E** may be used.

Each Principal of the Respondent must list all New York City properties currently owned or managed, or previously owned or managed during the five (5) years preceding the deadline for submission of Proposals in response to this RFP. Include properties owned and managed either directly by the Principal or by any organization in which the Principal is or was a corporate officer, general partner, or holds/held more than a 10% interest. Any individual who does not own property in New York City should mark the appropriate form with “None.” This list should include the block(s), lot(s), address(es), number of units, periods of ownership and management, and type of ownership (e.g., general partner, corporate officer, or shareholder).

### **TAB F – Project Narrative**

Each Respondent must include a narrative summary that describes the Proposal. The summary must include, at a minimum, a brief description of the approach to design and significant design elements; residential gross and saleable or rentable square feet; the proposed type, number, and average size of residential units; income levels and average sales and/or rent prices contemplated; and a brief description of the most relevant development experience of the Development Team.

Respondent must provide a detailed narrative description outlining the concept of the Project and, among other things, include the Respondent’s approach to urban design and streetscape. This description must provide all project information outlined in **Exhibit F**.

### **TAB G – Project Financing**

Respondent must complete the **Project Financing** forms in **Exhibit G**. If portions of the proposal are separately financed, the Developer must provide additional forms for each portion. A financing narrative that clearly explains the financing structure of the project must accompany the forms. The narrative must include an alternative financing scenario for proposals that incorporate the use of competitively allocated funds, such as 9% Low Income Housing Tax Credits and NYS Housing Trust Fund subsidies.

A letter of interest from any source of funds that the Developer anticipates using, with the exception of HPD, must be included in the proposal. Each letter must be on the lender’s letterhead and signed by a representative of the lender. Terms of the financing must be included in the letter(s).

## **TAB H - New Construction Sustainability Requirements**

Proposals must include a detailed description of how the proposed design meets the various required and optional elements outlined in **Exhibit H**. The proposed sustainable design elements should also be reflected in the required Project Narrative and the Design/Architectural Documents (Tabs G and J respectively).

## **TAB I – Design / Architectural Documents**

Respondent must provide the following information: (materials must be on 11” by 17” paper or smaller and must be easily reproduced)

1. Land use site plan / street level floor plan, showing residential lobby, commercial / retail space, and any other uses.
2. Color renderings / elevations indicating building materials to be used (especially details at street level), how blank street walls are avoided, and the treatment of any loading docks, curb cuts, parking access, and landscaping.
3. Complete zoning analysis to demonstrate compliance with zoning.
4. Elements of sustainable design included in plan.

Please also refer to **Appendix B** for **HPD DACE Submission Requirements** and **Exhibit H** for **HPD New Construction Sustainability Requirements**.

## **TAB J – Design Team Experience**

Respondents must submit design team’s resume, focused on projects in the last ten (10) years and qualifications detailing applicable residential development experience.

## **TAB K – Post-Designation Timeline**

Respondents must provide a development schedule and a phasing plan (if applicable), including benchmarks for commencement and completion of plans and drawings, construction start and completion, marketing, and occupancy of the Project. In order to complete the timeline, assume a six (6) month period for ULURP and a three (3) to six (6) month period for HPD design approval.

**If selected, developers will be expected to start construction on the date specified in their Post-Designation Timeline.**

## VII CONDITIONS, TERMS AND LIMITATIONS

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

The Sites are to be disposed of in "as is" condition. The City, its officers, agents and employees make no representation whatsoever as to the physical condition of the Sites or their suitability for any specific use.

The Sites shall be subject to New York City Real Property Taxes and charges. Tax benefits may be available under the 421-a, UDAAP, 420-c, and/or 420-a tax exemption programs.

The proposed Projects shall conform to, and be subject to, the provisions of the New York City Zoning Resolution, 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.

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

**The conditional designation of a Developer will depend on satisfaction of the additional documentation and review requirements described in this RFP, and will be subject to the subsequent approval of the Mayor.**

The City will convey the Sites pursuant and subject to the provisions of the LDA. HPD will recommend to the Mayor the acquisition price as stated. Where required, all documentation, including but not limited to the deed and LDA, shall be in form and substance satisfactory to the City Council, Mayor, and Corporation Counsel. The conveyance will be subject to satisfaction of the applicable provisions of the City Charter and Article 16 of the New York State General Municipal Law.

No transaction will be consummated if any Principal of any conditionally designated Developer is in arrears, or in default upon any debt, lease, contract, or obligation to the City of New York, including without limitation, real estate taxes and any other municipal liens or charges. The City reserves the right not to review any Proposal by any such Respondent.

No commission for brokerage or any other fee or compensation shall be due or payable by the City, and the submission of a Proposal will constitute the Respondent undertaking to indemnify and hold the City 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 Respondent, the selection of the Respondent's submission and invitation to the Respondent to respond to this RFP, the conditional designation of a Developer pursuant to this RFP, or the sale of a Site.

The City is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any Respondent at any time, including the cost of responding to the RFP.

The selection of a Respondent will mean only that HPD may commence negotiations with that Respondent regarding the development of a Development Site. HPD will send written notification ("Negotiation Letter") to the selected Respondent. The selected Respondent must begin pre-development work within thirty (30) days of the date of the Negotiation Letter. The selected Respondent will be expected to start construction on the date specified in their Development Schedule; however, the Respondent must expect to commence construction no later than eighteen (18) months from the date of the Negotiation Letter.

This RFP does not represent any obligation or agreement whatsoever on the part of the City. Any obligation or agreement on the part of the City may only be incurred after the City enters into a written agreement approved by the Mayor and Corporation Counsel. The City is under no legal obligation to

convey the Development Sites offered through this RFP through a competitive process. The City reserves the right to use the Proposals submitted pursuant to this RFP as a basis for negotiation with Respondents as the City deems appropriate. HPD may reject at any time any or all Proposals, amend or withdraw this RFP in whole or in part, negotiate with one or more Respondents, and/or negotiate and dispose of the Development Sites on terms other than those set forth herein (including to parties other than those responding to this RFP). HPD may also, at any time, waive compliance with or change any of the terms and conditions of this RFP, entertain modifications or additions to selected Proposals, or withdraw the Sites or portions of the Sites from or add individual parcels to this RFP.

Selection of a Respondent's Proposal will not create any rights on the Respondent's part, including, without limitation, rights of enforcement, equity or reimbursement, until after the approvals of the City Council, Mayor, and Corporation Counsel, and until the deed, LDA, and all related documents are fully executed and approved. The terms of the deed and LDA, after execution, shall govern the relationship between the City and the Developer. In the event of any variance between the terms of this RFP and the deed or the LDA, the terms of the deed and/or LDA will govern.

All determinations as to the completeness or compliance of any Proposals, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of the City.

This RFP and any agreement resulting there from are subject to all applicable laws, rules, and regulations promulgated by any Federal, State, or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

## VIII CONFLICTS OF INTEREST

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Employees of the City of New York may respond to this RFP only in accordance with Chapter 68 of the New York City Charter governing ethics and 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.

Persons in the employ of the City considering the submission of a proposal are advised that opinions regarding the propriety of their purchase of City-owned property may be requested from the New York City Conflicts of Interest 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 considerations. It is not necessary, however, that such an opinion be obtained prior to responding to this RFP.

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

## APPENDICES

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- A. HPD New Construction Design Guidelines
- B. HPD DACE Submission Requirements
- C. HPD Marketing Guidelines
- D. City of New York Zoning Resolution Language
- E. HPD Supportive Housing Program
- F. EO Requirements

HPD has outlined a set of design principles and guidelines to foster quality and encourage creative approaches throughout the entire design development process. The design guidelines apply to all new construction housing projects subject to HPD review and approval.

The purpose of these guidelines is to establish minimum criteria for the design of quality housing. These guidelines are not intended to supersede the requirements of any other rules or regulations of any other agency having jurisdiction, in which case the more restrictive will govern.

Other agency rules and regulations may include but are not limited to New York City Building Code; Housing Maintenance Code; Zoning Resolution; Local Law 58 Handicap Standards, and particular program requirements. Also, projects must meet Federal, State, and City environmental laws, including those pertaining to: historic preservation; air, water, and noise quality; flood plain, wetland and coastal zone management; and solid waste management.

Guidelines using the word, must, are mandatory. However, the word, should, is advisory and minor deviations from the guidelines will be allowed if necessary to accommodate a clearly superior design. Substantial deviations from the advisory guidelines may disqualify proposals.

## **I. SITE PLANNING**

### **A. Relationship to Neighborhood**

1. When applicable, the height of a new building should relate to the prevailing heights of the existing buildings in the immediate neighborhood. The street wall and façade materials of any new building should visually and physically harmonize with the immediate neighborhood.
2. To the degree allowable by zoning, any new building will retain a consistent street wall with adjacent buildings.
3. The design should be pedestrian friendly and provide architectural elements that generate activity, interest and interaction at the street level, such as stoops, porches, setbacks, bay windows, etc.

### **B. Outdoor Space**

1. A variety of outdoor spaces should be programmed and landscaped for specific uses according to the project's intended population, e.g.:
  - Appropriately landscaped front yards, if provided
  - Toddler play area with matting and safe equipment
  - Infrastructure for tenant gardens
  - Seating and game tables in the shade
2. Outdoor spaces must be buffered from vehicular service areas.
3. Wherever possible, windows should be located to insure surveillance of public and private outdoor spaces.
4. A secure barrier, such as the building or a steel picket fence (chain link fence is not acceptable along the street), should protect the perimeter of the Site. The number of entry points into a building or project Site should be minimized.
5. Street trees must be provided along the street frontage as per the NYC Department of Parks and Recreation and the NYC Department of Transportation standards.

### **C. Street Facade / Building Elevation**

1. The façade materials of all new buildings should be compatible with the surrounding neighborhood. Brick should be used in neighborhoods with a predominantly brick character.

2. Dimensions and spacing of fenestration should echo neighborhood patterns and maximize daylight into the unit.
3. Color, texture, material, and fenestration should be used to:
  - Relate to adjacent buildings
  - Define the base, middle, and top of buildings
  - Reinforce the human scale at the base level

#### D. Parking

1. Parking should be shielded from the street and from on-site open spaces. Trees should provide a canopy over the parking areas.
2. If a large number of parking spaces are needed, consideration should be given to parking below grade.
3. Front pad parking should be avoided.

## II. BUILDING PLANNING

### A. Lobby

1. The lobby should be treated as an attractive and gracious space with materials and furnishings that are attractive, durable, and easy to maintain.
2. The lobby should be undisrupted by other elements, i.e.:
  - Garbage removal should not pass through the lobby
  - The compactor chute should not open into the lobby
  - Janitor's closet and fire stair should not be visible
3. If a mailroom is provided, it should be located in an area that is visible and accessible from the lobby.
4. Natural light should be maximized, and if possible, a view of the exterior landscaped space should be exploited.
5. The primary vertical circulation / elevator should be visible and accessible from the lobby.
6. The lobby should be visible from the street to insure security. Main residential entry should be clearly articulated and differentiated from commercial / retail entry.
7. Entry from the project's open space, the parking area, and the sidewalk should lead directly into the same lobby.

### B. Interior Circulation

1. Public circulation space should be minimized.
2. The interior circulation system should have a minimal number of changes in corridor direction and minimal recesses or offsets.
3. Natural light should be maximized in circulation spaces.

### C. Community Spaces

1. A variety of community spaces should be programmed for specific uses and sized accordingly with appropriate finishes and furnishings, e.g.:
  - Children's indoor play room with safe and durable play equipment and playful finishes
  - Party room or adult lounge with comfortable furniture, T.V., bar/kitchenette, in close proximity to laundry room
  - Exercise room with ventilation and natural light
  - Common laundry room conveniently located and directly accessible from the public circulation and in 1 to 3 family houses, laundry hook-up must be provided for the homeowner
2. All community spaces should receive natural light and have direct physical and visual access to the outdoor recreation space.
3. Appropriate relationships between community spaces should be fostered.

#### D. Building Services

1. Janitor closets should be provided with slop sinks.
2. Vandal / frost-proof hose bibb must be provided at front and rear of building.
3. Trash chutes, recycling room, and trash compactor must be provided in elevator buildings with 30 or more dwelling units.
4. The compactor room should be located for convenient transport of compacted refuse to the outside, minimizing transportation of garbage through the building's circulation space or across outdoor space.
5. Curb-side storage space for refuse / recycling pick-up should be provided and screened from the sidewalk, street, and building entrance.

### III. APARTMENT PLANNING

#### A. Unit Arrangement

1. There must be no circulation through bedrooms to other bedrooms or to primary bathrooms. Bathrooms should be near the bedrooms. Bathrooms must not open into the Living Room, Dining Room, or Kitchen. Circulation through the Living Room should be avoided.
2. All door placements and wall lengths should accommodate furniture placement.
3. Direct access to private outdoor space should be provided from a living space within the unit, not a bedroom.

#### B. Minimum Room Sizes

<u>Name of Space</u>	<u>0-BR</u>	<u>1-BR</u>	<u>2-BR</u>	<u>3-BR</u>	<u>4-BR</u>	<u>Least Dimension</u>
LR	NA	160	160	170	180	11'-0"
LR/DA	NA	210	210	230	250	11'-0"
LR/DA/SA	250	NA	NA	NA	NA	11'-0"
LR/DA/K	NA	270	270	300	330	11'-0"
LR/SA	210	NA	NA	NA	NA	11'-0"
K/DA	100	120	120	140	160	8'-0"
DR	NA	100	100	110	120	8'-0"
BR (primary)	NA	130	130	130	130	10'-0"
BR (secondary)	NA	NA	110	110	110	9'-4"

#### Abbreviations:

- LR -Living Room  
DR -Dining Room  
K -Kitchen/Kitchenette  
BR -Bedroom  
SA -Sleeping Area  
0-BR -Apartment with no separate bedroom  
NA -Not applicable

Note: The room area shall be computed to the inside finished surfaces of the walls and partitions, and exclude columns, pipe chases, and closets.

#### Kitchenette / Kitchen

1. Kitchen to Living Room visibility should be maximized by pass-through openings, open counters, and half height partitions.
2. Plumbing and ventilation chase walls should be shared where possible, but not at the expense of the design.

3. Kitchen equipment must consist of a 30" range, refrigerator (14 c.f. min), 24" sink, base cabinets with countertop and wall hung cabinets. In 1 to 3 family homes, provision for dishwasher and hook-ups should be provided for the homeowner.
4. Countertop work surface should be located on both sides of the sink and both sides of the range.
5. The minimum length of countertop work surface (excluding sink and appliances) and cabinet shelving must be as follows:

<u>Apartment Type</u>	<u>Countertop Work Surface</u>	<u>Shelving</u>
0-BR	5 lin. Ft	30 lin. Ft.
1-BR	6 lin. Ft.	40 lin. Ft.
2-BR	7 lin. Ft.	50 lin. Ft.
3-BR	8 lin. Ft.	55 lin. Ft.
4-BR	8 lin. Ft.	65 lin. Ft.

6. Base cabinets and countertops must be 2'-0" deep. Shelving must be 11<sup>1/2</sup>" deep.
7. Pantries are desirable, encouraged, and qualify as required shelving.

#### Dining Area

Every dwelling unit must contain a space for dining, which accommodates a table and chairs for the intended maximum number of occupants.

#### Bathrooms

1. Every dwelling unit must contain at least one full bathroom containing a bathtub with a showerhead, a sink, and a toilet. Compartmentalizing the bathroom, to enable simultaneous use by more than one person, is encouraged.
2. Three bedroom apartments must have an additional half bathroom containing a sink and a toilet, and possibly a shower.
3. Four bedroom apartments must contain two complete bathrooms.

#### Storage

1. Every dwelling must contain a coat closet that is convenient to the entrance and is at least 2'-0" deep and 3'-0" wide.
2. Every bedroom must contain a clothes closet that is at least 2'-0" deep and 5'-0" wide.
3. Every dwelling unit must contain storage for linens that is at least 1'-6" deep and 2'-0" wide.
4. Additional general storage space, such as a walk-in-closet, should be provided within each dwelling, especially for units with more than 2 bedrooms.

### **IV. HANDICAPPED / ELDERLY REQUIREMENTS**

In addition to meeting all other applicable laws and regulations, units designed for elderly and/or handicapped persons must meet the following provisions:

#### Lobby Seating

In all projects designed for exclusive occupancy by elderly or handicapped persons, adequate sitting space with a view of the street or open space should be provided in the lobby or adjacent lobby of each building.

#### 2 Person 0-BR Units

Every 0-BR dwelling unit designed for occupancy by elderly or handicapped persons must accommodate two persons sleeping separately.

### Outdoor Space

1. In all projects designed for exclusive occupancy by elderly or handicapped persons, provisions should be made for sitting space for at least 20% of all residents in appropriate outdoor areas.
2. All outdoor space must be programmed and landscaped for specific uses.
3. All outdoor spaces must be buffered from vehicular service areas.

## **V. SUBMISSION REQUIREMENTS\***

All plans must be prepared by a Registered Architect or Professional Engineer. The developer or his agent must submit one easily reproduced copy of each of the following:

### Plans

Clearly indicate all community spaces on the appropriate floor plan (laundry room, playroom, adult lounge, etc).

- Site plan showing all walks, sidewalks, building access points, driveways, parking areas, play areas with equipment, benches, other exterior furnishings, trees, plant material, and elevations/grades
- Street level commercial and/or residential lobby/entrance plan
- Typical residential floor plan
- Cellar or basement and roof plan
- Unit plans at 1/8"=1'-0"
- Any other plans needed to explain design concept

### Elevations

1. Street front elevations must indicate materials, colors, total building heights, and floor levels.
2. Elevations should show adjacent buildings to demonstrate the new building's compatibility.

### Project Statistics and Zoning Analysis

1. Complete zoning analysis is required, including allowable and proposed F.A.R.; open space requirements; lot area per zoning room or dwelling unit; and parking and dwelling unit count. Zoning analysis must cite all relevant sections of the Zoning Resolution.
2. Proposed apartment distribution and building code occupancy group, construction group, and construction class must be shown.
3. Topographic Survey must be provided, as needed.

\*Please also refer to **Appendix B, HPD DACE Submission Requirements**

Photographs: at least 3"x 5" in size, of the site(s) proposed for development and the site's relation to surrounding building(s), streets and open spaces. Photos must be keyed on the area plan outlined below. The photos should be clear enough to be reproducible.

Area plan: A copy of the most recent Sanborn map of the area, indicating vehicular traffic directions, and location of nearest subway and bus stops in a two-block radius.

Zoning/ statistics: A zoning map for the Site, a detailed zoning analysis, and building code information indicating occupancy group and construction classification. Also include apartment count and distribution.

Site plan: Should be clearly legible and indicate all components of the development and within 10'-0" of the Site. It must include walks, sidewalks, parking, driveways, building access points, tree locations, plant materials, fences, gates, lighting, easements, and encroachments, and be a minimum scale of 1"= 20'-0".

Floor plans: All floor plans as well as plans for every dwelling type at 1/8" scale or 1/4" scale. Clearly indicate all rooms, their dimensions, and square footage. Plans should indicate the North direction, actual scale, and a graphic scale on all drawings.

Elevations: All elevations of the building(s) at the same scale as the plans. Elevations must indicate finishes, construction materials, ceiling heights, and floor elevations (level). Perspective drawings / renderings are optional, but cannot replace required elevations.

Final DACE Submission: A complete set of the final site plans, floor plans, and elevations along with a sample board of exterior building materials and specifications must be submitted to DACE for final approval before filing with the Department of Buildings.

All HPD development projects are leased through a lottery system monitored by HPD's marketing department. Market-rate units will not be subject to the HPD lottery.

Marketing Preferences:

- Applicants who are residents of the community board in which the project is being built will receive preferential consideration for 50% of the apartments.
- Mobility-impaired applicants will receive preferential consideration for 5% of the apartments.
- Visually and hearing impaired applicants will receive preferential consideration for 2% of the apartments.
- Active New York City Police Officers will receive preferential consideration for 5% of the apartments.
- Other Public Employees will receive preferential consideration for 5% of the apartments.

8/12/04

**23-633**

**Street wall location and height and setback regulations in certain districts**

In the districts indicated, street wall location and height and setback regulations are set forth in this Section. The height of all buildings or other structures shall be measured from the base plane. The provisions of Sections 23-64 (Alternate Front Setbacks) and 23-65 (Tower Regulations) shall not apply, except as otherwise set forth for buildings in R10X Districts.

(a) Street wall location

(2) In the districts indicated, and for buildings developed or enlarged pursuant to the Quality Housing Program on narrow streets in R6 and R7 Districts without a letter suffix, the street wall of any development or enlargement on a zoning lot with at least 50 feet of frontage along a street line shall be located no closer to the street line than the street wall of an adjacent existing building. On zoning lots with less than 50 feet of frontage along a street line, the street wall of any development or enlargement shall be located no closer to, nor further from the street line than the street wall of an adjacent existing building. For all zoning lots, the street wall of a building need not be located further from a street line than 15 feet. On corner lots, the street wall along one street line need not be located further from the street line than five feet.

8/12/04

**25-633**

**Prohibition of curb cuts in certain districts**

R4B R5B R6B R7B R8B

In the districts indicated, curb cuts are prohibited for residential developments on zoning lots having a width of less than 40 feet along a street and existing on the effective date of establishing such district on the zoning maps.

**THE CITY OF NEW YORK**  
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT  
Office of Development  
Division of Special Needs Housing

Shaun Donovan  
Commissioner

Timothy O'Hanlon  
Assistant Commissioner  
Special Needs Housing

**SUPPORTIVE HOUSING PROGRAM**  
**Questions and Answers**

***WHAT ARE THE GOALS OF THE SUPPORTIVE HOUSING PROGRAM?***

Making permanent housing with on-site services available to the City's homeless single adult population, including those with special needs such as the mentally ill and persons with AIDS, is one of the primary goals of the Supportive Housing Program. To a limited extent, funding is also available to develop permanent housing for homeless families with special needs, and for youth aging out of foster care.

While preservation of the City's existing SRO housing stock remains an important objective, many other types of buildings are eligible for acquisition and gut rehabilitation financing. For example, in addition to preserving critical SRO buildings such as the Euclid Hall on the Upper West Side and the Woodstock and Holland Hotels in Times Square, buildings such as the former Gouverneur Hospital on the Lower East Side, a former convent in Bedford Stuyvesant and a former warehouse in Chelsea were acquired and redeveloped as permanent housing for single adults with funds from the Supportive Housing Program. New construction is also eligible for funding.

***WHAT TYPE OF FUNDING IS AVAILABLE THROUGH THE SUPPORTIVE HOUSING PROGRAM?***

Qualified not-for-profit organizations can obtain full funding to acquire and develop sites to provide studio apartments, efficiency units and SRO rooms for single adults. Funding is made available in the form of a loan from HPD, which is made to a Housing Development Fund Corporation (HDFC) pursuant to Article XI of the New York State Private Housing Finance Law. The not-for-profit sponsor is not required to provide any equity.

The term of the loan is for thirty (30) years with interest generally at the rate of one (1) percent a year. Payment of this debt service is contingent upon the availability of adequate project subsidies and income to cover this expense and may be accrued. Payment of principal is due in the form of a balloon payment at the end of the loan's term. Assuming the HDFC has complied with all the program's requirements, the provisions of Article XI permit HPD to forgive the payment of principal over the last five years of the loan's term (years 26 through 30), leaving the property free of any debt.

The sponsor is also required to enter into a Regulatory Agreement with HPD which sets out the program's restrictions and requirements governing the ownership and occupancy of the

project. The term of the Regulatory Agreement is thirty (30) years, which is concurrent with the mortgage.

HPD uses a variety of funds for this program, including City capital funds and Federal funds provided through the HOME Program and the Housing for Persons With AIDS (HOPWA) Program.

***CAN THE PROGRAM PROVIDE FUNDING TO COVER PRE-DEVELOPMENT COSTS?***

Yes. Once the project is approved by HPD, seed loans are available to pay for your organization's pre-development costs such as architectural services, legal fees, housing and development consultants and other technical assistance. The seed loan may also be used to secure purchase options to acquire the property. Seed loans are available and are generally provided by the Corporation for Supportive Housing.

***WHAT FUNDS ARE AVAILABLE FOR ON-SITE SERVICES?***

A key component of the Supportive Housing Program is the development of housing with on-site services to meet the needs of the homeless population. For single adults, City and State funds are available to provide supportive services such as counseling, entitlement assistance, health care, meal programs and job training. As a result Supportive Housing Program staff work closely with other City agencies that provide funding for such services.

For example, subsidies may be available to qualified groups through contracts with the City Department of Mental Health and the State Office of Mental Health for projects providing housing for homeless mentally ill persons. Based on the availability of funding, SRO Support Services subsidies are provided through the Department of Homeless Services to qualified sponsors providing housing to homeless single adults from the shelter system. Sponsors providing housing for homeless persons with AIDS from the City's caseload are eligible for funding through Supported Housing for Persons with AIDS contracts with the Human Resources Administration's HIV-AIDS Services Administration (HASA).

In the past, the New York State Office of Temporary and Disability Assistance (OTDA) has made available funds for services for families and young adults through a pilot project utilizing surplus Federal TANF funds. Sponsors of family projects may also wish to investigate seeking an allocation of Low Income Housing Tax Credits (see below) in order to create reserves to fund services.

All of these contracts are available to qualified sponsors participating in the Supportive Housing Program, subject to the budgetary constraints and procurement procedures of the funding agency. HPD works closely with all the agencies and sponsors involved to insure that funding is available and application deadlines are met.

***WHAT RENTAL SUBSIDIES ARE AVAILABLE?***

Federal rent subsidies obtained by HPD are provided for eligible tenants in Supportive Housing Program projects. Rental assistance for the homeless is provided through the SRO Moderate Rehabilitation Program. The Shelter Plus Care Program provides rental subsidies for disabled homeless people. Section 8 rental assistance is not currently available.

## **DOES HPD UTILIZE LOW INCOME HOUSING TAX CREDITS (LIHTC)?**

Yes. The staff of the Supportive Housing Program will help project sponsors obtain additional funds through the LIHTC program. While the Supportive Housing Program can provide full acquisition and development financing, we rely on equity generated through the LIHTC program to provide long term operating and social service reserves for the project and to pay development fees. Wherever possible, the equity will also be used to reduce the City's capital funding, which may then be used to develop additional projects.

HPD staff have considerable experience in tax credit syndication, and sponsors will be assisted in every way possible in order to obtain this important funding.

## **WHAT ARE THE BASIC REQUIREMENTS OF THE SUPPORTIVE HOUSING PROGRAM?**

The not-for-profit sponsor is responsible for the development, management and operation of the project. The basic program requirements can be divided into four basic functions which are described below.

- *Site Selection and Pre-Development*

Both privately owned and City owned sites are eligible for acquisition and development. The not-for-profit sponsor is responsible for the identification of a site. Suitable buildings should contain between 25,000 and 35,000 square feet, and 40 to 60 dwelling units. This represents the most desirable building size since it provides for economies of scale for construction as well as maintenance and operation. Buildings with at least 15,000 square feet which could contain at least 25 dwelling units may be considered, but this represents the minimum for projects in the program.

Written guidelines for new construction under the Supportive Housing Program are available. They outline acceptable standards regarding the zoning, design, construction and cost for proposals involving new construction.

In addition to identifying an acceptable site, the sponsor is responsible for negotiating the proposed purchase price with the owner\* and assembling a development team which includes architects, development consultants, attorneys and other technical consultants. If a site is City owned, the applicant should inquire at HPD to determine whether the site is available for disposition and development under the Supportive Housing Program.

The sponsor must also initiate discussions with the local community board, elected officials and any other community organizations which may be affected by the proposed development in order to seek their approval and support for the project.

- *Providing On-Site Services*

During the project's pre-development, the not-for-profit sponsor must identify the social services program which it proposes for the site along with the appropriate sources of funding. The sponsor is responsible for meeting RFP deadlines for contracts with the appropriate agencies, e.g. the Department of Homeless Services, the Human Resources Administration, the Department of Mental Health, or the New York State OTDA. HPD will also work with the agencies involved to coordinate funding and program schedules.

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\* Note that the purchase price must be acceptable to HPD. Such acceptance will be based on an independent appraisal which HPD obtains. Acquisition financing from HPD must be supported by the property's value based on an amount not to exceed such an appraisal.

- *Development*

Once the project has been approved by HPD for funding, a scope of work\*\* will be developed which is acceptable to both the sponsor and to HPD. The sponsor will be responsible for the preparation of architectural plans and construction documents. Bid documents must be prepared and the sponsor must select the lowest responsive bid from a list of qualified general contractors. Supportive Housing Program staff will assist the sponsor in this work and must approve the selection of the general contractor. Using HPD's documents, the sponsor enters into a contract for construction with the general contractor.

The sponsor's architect is typically responsible for overseeing much of the general contractor's work and HPD inspectors evaluate work and compliance with the contract as well. All vouchers for payments are reviewed and approved by HPD.

- *Rent-up and Management*

The sponsor must agree to a tenant referral protocol which is included in the Regulatory Agreement. Generally the Supportive Housing Program requires that sixty percent (60%) of the units are made available to single adults selected from the City's shelter system. Family projects must reserve 80% of the units for families with special needs from the City's shelter system. Such tenants are typically referred from the Shelter Placement Division of the Department of Homeless Services. Another twenty percent (40%) may be rented to low-income single adults from the community in which the project is located. This may include referrals from community-based facilities. Projects for families may have 20% of the units reserved for community referrals. All tenants should have incomes that do not exceed sixty percent (60%) of the area median income. Sponsors may, with HPD's approval, increase the percentage of homeless persons housed in a project depending on the sponsor's program. For example, sponsors serving some special needs populations, such as the mentally ill or persons with AIDS, may prefer to limit their tenants to those who are in need of such special services.

The sponsor is responsible for all aspects of rent-up and on-going management of the property. HPD will require a plan for both rent-up and management and may require that a property management firm with experience with this type of housing be hired by the sponsor to carry out this task.

### ***HOW DOES MY ORGANIZATION APPLY FOR FUNDING?***

First your organization should be familiar with the program's requirements and goals. This summary is meant as an initial introduction to the program and does not represent all of the program's parameters and requirements.

If your organization has a proposal which you believe may be suitable for funding through the Supportive Housing Program, you should contact the Director of Operations of Special Needs Housing, Dave Rouge (212-863-6469) to discuss your proposal and obtain a loan application. We suggest that you discuss your proposal with the Intake Coordinator before submitting a loan application. In this way, we hope to minimize the amount of work your organization must complete prior to an initial review by our staff. Ultimately a loan application is completed and submitted to the Supportive Housing Program for approval.

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\*. Development of the scope of work is subject to HPD's approval, including cost estimates which are subject to the program's guidelines. Since the type of projects vary based on the population served and services provided, such costs are not included here and should be discussed with program staff.

## **HOW DOES HPD EVALUATE PROPOSALS AND SELECT THOSE FOR FUNDING?**

Since loan applications may be received at any time, HPD is continually reviewing proposals in order to select the best projects for funding. While not intended to be all inclusive, in general we evaluate proposals by considering the following key questions:

- *Is the not-for-profit sponsor qualified?*

This includes not only the group's development experience, but their experience as a social service provider. We check with other agencies with which the group may have contracted for services to determine if they are in good standing.

- *Does the proposal serve the single adult population or families from the City's emergency shelter system?*

While many populations are in need, this program focuses on providing housing for single adults in the City's emergency and transitional shelter system. At least 60 percent of the units in a project funded by the Supportive Housing Program must be rented to referrals from the City's shelter system (80% in the case of family projects). Proposals cannot be considered which do not address this population's need for housing.

The Supportive Housing Program will also consider proposals for housing homeless families in which a family member has AIDS. To be eligible for this housing, the family must be referred by HRA's HASA. Capital funding for these projects is contingent upon the availability of operating and social service subsidies provided by HRA.

- *Is the rehabilitation or new construction feasible?*

We review the initial schematic design for the project, estimate the costs and consider whether or not the site is suitable for the project proposed. For example, projects may be rejected which are too expensive or too small.

- *Can the sponsor obtain community support for the project?*

While such housing may initially be met with local opposition, we expect community support from the local community board, elected officials and other community organizations.

- *Is the proposed use compatible with the existing land use?*

HPD reviews the project for land use and community planning concerns and may reject proposals that do not conform to existing land use or neighborhood planning objectives. For example, if the area already includes a large amount of special needs housing, or is insufficiently served by transportation or other community services, it may be rejected.

- *Is the proposed acquisition cost of privately owned property within HPD's guidelines and is the existing owner acceptable to HPD for purposes of acquisition?*

Following the submission to HPD of a proposed purchase price, we will obtain an independent appraisal to value the property. HPD's acquisition financing must be supported by an independent appraisal of value. In addition the owner's record as a landlord will be examined to insure that the owner does not have a record of tenant harassment. In such instances, proposals will be rejected.

- *Is the sponsor capable of obtaining adequate subsidies to provide the on-site services that are proposed?*

The sponsor must indicate that it can obtain all of the necessary contracts from the appropriate service agencies.

- *Has the sponsor provided an adequate management plan and development budget?*  
This is part of HPD's basic evaluation of the sponsor's strength and abilities. Without a clear indication that the sponsor can provide an adequate plan for these important tasks, the proposal may be rejected.

## **CONCLUSION**

These questions and answers are not intended to be all inclusive of the Supportive Housing Program's requirements or practices. Rather they represent answers to some basic questions that should help your organization determine if it wishes to consider developing and managing housing with on-site services for homeless and low-income adults or families. Please be advised that we are continually seeking ways to improve the program and therefore individual elements contained in these questions and answers are subject to change. Please feel free to contact the Assistant Commissioner for Special Needs Housing, Timothy O'Hanlon at 212-863-6473, or the Production Manager, Jessica Katz, at 212-863-8675 if you require any additional information.





THE CITY OF NEW YORK  
OFFICE OF THE MAYOR  
NEW YORK, N.Y. 10007

EXECUTIVE ORDER NO. 50

APRIL 25, 1980

BUREAU OF LABOR SERVICES

By the power vested in me as Mayor of the City of New York,  
it is hereby ordered:

Section 1. Purpose. It is the purpose of this Order to ensure compliance with the equal employment opportunity requirements of City, State and Federal law in City contracting.

§ 2. Bureau Continued. The Bureau of Labor Services shall continue to serve such purposes and to have such responsibilities as restated by this Order.

§ 3. Definitions. Whenever used in this Executive Order, the following terms shall have the following meanings:

- (a) Bureau means the Bureau of Labor Services;
- (b) construction project means any construction, reconstruction, rehabilitation, alteration, conversion, extension, improvement, repair or demolition of real property contracted by the City;
- (c) contract means any written agreement, purchase order or instrument whereby the City is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing;

*amended  
E.C. 94*

(i) Unless otherwise required by law, the term "contract" shall include any City grant, loan, guarantee or other City assistance for a construction project.

(ii) The term "contract" shall not include:

(A) contracts for financial or other assistance between the City and a government or government agency;

(B) contracts, resolutions, indentures, declarations of trust, or other instruments authorizing or relating to the authorization, issuance, award, and sale of bonds, certificates of indebtedness, notes or other fiscal obligations of the City, or consisting thereof; or

(C) employment by the City of its officers and employees which is subject to the equal employment opportunity requirements of applicable law.

(d) contracting agency means any administration, board, bureau, commission, department or other governmental agency of the City of New York, or any official thereof, authorized on behalf of the City to provide for, enter into, award or administer contracts;

(e) contractor means a person, including a vendor, who is a party or a proposed party to a contract with a contracting agency, first-level subcontractors of supply or service contractors, and all levels of subcontractors of construction contractors;

(f) Director means the Director of the Bureau of Labor Services;

(g) economically disadvantaged person means a person who, or a member of a family which, is considered economically disadvantaged under applicable law.

(h) employment report means a report filed by a contractor containing information as to the employment practices, policies and programs, employment statistics and collective bargaining agreements, if any, of the contractor in such form as the Bureau may direct by regulation;

(i) equal employment opportunity means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment except as provided by law;

(j) trainee means an economically disadvantaged person who qualifies for and receives training in one of the construction trades pursuant to a program other than apprenticeship programs, approved by the Bureau and, where required by law, the State Department of Labor or the United States Department of Labor, Bureau of Apprenticeship and Training.

§ 4. Responsibilities of Bureau. The responsibilities of the Bureau shall be as follows:

(a) To implement, monitor compliance with, and enforce this Order and programs established pursuant to City, State and Federal law requiring contractors to provide equal employment opportunity;

(b) To implement, monitor compliance with, and enforce on-the-job training requirements on construction projects;

(c) To monitor compliance by contractors with State and Federal prevailing wage requirements where required;

(d) To advise and assist contractors and labor unions with respect to their obligations to provide equal employment opportunity;

(e) To advise and assist persons in the private sector with respect to employment problems;

(f) To establish advisory committees, including representatives of employers, labor unions, community organizations and others concerned with the enforcement of this Order; and

(g) To serve as the City's principal liaison to Federal, State and local contract compliance agencies.

§ 5. Contract Provisions.

(a) Equal Employment Opportunity. A contracting agency shall include in every contract to which it becomes a party such provisions requiring the contractor to ensure equal employment opportunity as the Bureau may direct by regulation.

(b) On-the-Job Training. A contracting agency shall include in every contract concerning a construction project to which it becomes a party such provisions requiring the contractor to provide on-the-job training for economically disadvantaged persons as the Bureau may direct by regulation.

(c) Subcontractors. A contracting agency shall include in every contract to which it becomes a party such provisions requiring the contractor not to discriminate unlawfully in the selection of subcontractors as the Bureau may direct by regulation.

§ 6. Employment Reports.

(a) Submission Requirements. No contracting agency shall enter into a contract with any contractor unless such contractor's employment report is first submitted to the Bureau for its review. Unless otherwise required by law, an employment report shall not be required for the following:

(i) a contract in the amount of \$50,000 or less;

(ii) an emergency contract or other exempt contract except as the Bureau may direct by regulation; and

(iii) a contract with a contractor who has received a certificate of compliance with the equal employment opportunity requirements of applicable law from the Bureau, or an appropriate agency of the State of New York or the United States within the preceding twelve months, except as the Bureau may direct by regulation.

(b) Bureau Review. The Bureau shall review all employment reports to determine whether contractors are in compliance with the equal employment opportunity requirements of City, State and Federal law and the provisions of this Order. The contracting agency shall transmit the employment report to the Bureau within ten business days after the selection of a proposed contractor. A contracting agency may thereafter award a contract unless the Bureau gives prior written notice to the contracting agency and the contractor as follows:

(i) If the Bureau notifies the contracting agency and the contractor within five business days after the receipt by the Bureau of the employment report that the contractor has failed to submit a complete employment report, the Director may require the contracting agency to disapprove the contractor unless such deficiency is corrected in a timely manner;

(ii) If the Bureau notifies the contracting agency and the contractor within fifteen business days of the receipt by the Bureau of the completed employment report that the Bureau has found reason to believe that the contractor is not in substantial compliance with applicable legal requirements and the provisions of this Order, the Bureau shall promptly take such action as may be necessary to remedy the contractor's noncompliance as provided by this Order.

Provided that a contracting agency may award a requirements contract or an open market purchase agreement prior to review by the Bureau of the contractor's employment report, but may not make a purchase order against such contract or agreement until it has first transmitted such contractor's employment report to the Bureau and the Bureau has completed its review in the manner provided by this Section.

(c) Employment Program. The Bureau may require a contractor to adopt and adhere to a program designed to ensure equal employment opportunity.

(d) Periodic Reports. Contractors shall file periodic employment reports after the award of a contract in such form and frequency as the Bureau may direct by regulation to determine whether such contractors are in compliance with applicable legal requirements and the provisions of this Order.

§ 7. Training Programs. The Bureau shall monitor the recruitment, training and placement of economically disadvantaged persons in on-the-job training programs on construction projects. Contracting agencies shall require contractors to make a good faith effort to achieve the ratio of one trainee to four journey-level employees of each craft on each construction project.

(a) The Bureau shall determine the number of trainees and hours of training required by each contractor or subcontractor for each construction project.

(b) In the event that a contractor fails to make a good faith effort to train the required number of individuals for the required amount of hours, the Bureau, after consultation with the contracting agency, shall direct such agency to reduce the contractor's compensation by an amount equal to the amount of wages and fringe benefits which the contractor failed to pay to trainees.

(c) On-the-job training of economically disadvantaged persons shall not be required on construction contracts in the amount of \$125,000 or less.

§ 8. Compliance Investigations and Hearings. The Bureau shall conduct such investigations and hold such hearings as may be necessary to determine whether contractors are in compliance with the equal employment opportunity requirements of City, State and Federal law and the provisions of this Order.

(a) Voluntary Compliance. The Bureau shall seek to obtain the voluntary compliance of contractors and labor unions with applicable legal requirements and the provisions of this Order.

(b) Noncompliance. Upon receiving a complaint or at its own instance, the Bureau shall determine whether there is reason to believe a contractor is not in compliance with applicable legal requirements and the provisions of this Order.

(c) Hearings. The Bureau shall hold a hearing on prior written notice to a contractor and the contracting agency before any adverse determination is made with respect to such contractor's employment practices or imposing any sanction or remedy for non-compliance with applicable legal requirements and the provisions of this Order. The hearing shall be held before a City hearing officer, or such other person designated by the Director, who shall submit a report containing findings of fact and recommendations to the Director. Based on the record as a whole, the Director shall determine whether a contractor has failed to comply with applicable legal requirements or the provisions of this Order and the appropriate sanctions for noncompliance.

(d) Notices. The Bureau shall give prior notice of any hearing and shall provide a copy of any hearing report and determination of the Director under paragraph (c) of this Section to the contracting agency, the Corporation Counsel and the Comptroller. The Bureau shall notify appropriate City, State and Federal agencies of violations of law and may, with the approval of the Corporation Counsel, initiate proceedings in such agencies.

§ 9. Sanctions and Remedies. After making a determination that a contractor is not complying with applicable legal requirements and the provisions of this Order, the Director may direct that such sanctions as may be permitted by law or contractual provisions be imposed, including the disapproval of a proposed contractor, the suspension or termination of a contract and the reduction of a contractor's compensation, except as follows:

(a) Within five business days of the issuance of a determination by the Director under Section 8(c), a contracting agency head may file with the Director written objections to the sanctions to be imposed. Where such objections have been filed, the Director and the contracting agency head shall jointly determine the appropriate sanctions to be imposed.

(b) In lieu of any of the foregoing sanctions, the Director may require a contractor to adopt and adhere to a program to ensure equal employment opportunity.

§ 10. Public Agencies. Any administration, board, bureau, commission, department or other public agency, not subject to this Order, which imposes by rule, regulation or order equal employment opportunity requirements, may, with the consent of the Mayor, delegate such responsibilities to the Bureau as may be consistent with this Order.

§ 11. Confidentiality. To the extent permitted by law and consistent with the proper discharge of the Bureau's responsibilities under this Order, all information provided by a contractor to the Bureau shall be confidential.

§ 12. Regulations. The Bureau shall promulgate such regulations, subject to the approval of the Mayor, as may be necessary to discharge its responsibilities under this Order, including regulations increasing the dollar amounts referred to in this Order. Any regulations of the Bureau establishing terms and conditions for contractors shall be approved as to form by the Corporation Counsel.

§ 13. Annual Report. The Bureau shall submit an annual report to the Mayor concerning its responsibilities under this Order.

§ 14. Separability. If any provision of this Order or the application thereof is held invalid, the remainder of this Order and the application thereof to other persons or circumstances shall not be affected by such holding and shall remain in full force and effect.

§ 15. Revocation of Prior Orders. Executive Orders No. 71 (1968), No. 20 (1970), No. 23 (1970), No. 27 (1970), No. 31 (1971), No. 74 (1973), No. 7 (1974), and No. 80 (1977) are hereby revoked and the first paragraph of Section 2 of Executive Order No. 4 (1978) is hereby deleted. Nothing in this Order shall be deemed to relieve any person of any obligation not inconsistent with this Order assumed or imposed pursuant to an Order superseded by this Order.

§ 16. Effective Date. This Order shall take effect immediately.

  
EDWARD I. KOCH  
M A Y O R

## EQUAL EMPLOYMENT OPPORTUNITY

This contract is subject to the requirements of Executive Order No. 50 (1980) as revised ("E.O.50") and the Rules and Regulations promulgated thereunder. No contract will be awarded unless and until these requirements have been complied with in their entirety. By signing this contract, the contractor agrees that it:

(1) will not engage in any unlawful discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

(2) the contractor agrees that when it subcontracts it will not engage in any unlawful discrimination in the selection of subcontractors on the basis of the owner's race, color, creed, national origin, sex, age, disability, marital status or sexual orientation;

(3) will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or that it is an equal employment opportunity employer;

(4) will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E. O. 50 and the rules and regulations promulgated thereunder; and

(5) will furnish all information and reports including an Employment Report before the award of the contract which are required by E. O. 50, the rules and regulations promulgated thereunder, and orders of the Director of the Bureau of Labor Services ("Bureau"), and will permit access to its books, records and accounts by the Bureau for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

The contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of the contract and noncompliance with the E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of the Bureau, the Director may direct the imposition by the contracting agency held of any or all of the following sanctions:

- (i) disapproval of the contractor;
- (ii) suspension or termination of the contract;
- (iii) declaring the contractor in default; or
- (iv) in lieu of any of the foregoing sanctions, the Director may impose an employment program.

The Director of the Bureau may recommend to the contracting agency head that a Board of Responsibility be convened for purposes of declaring a contractor who has repeatedly failed to comply with E.O. 50 and the rules and regulations promulgated thereunder to be nonresponsible.

The contractor agrees to include the provisions of the foregoing paragraphs in every subcontract or purchase order in excess of \$50,000 to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of the Bureau of Labor Services as a means of enforcing such provisions including sanctions for noncompliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder."



THE CITY OF NEW YORK  
OFFICE OF THE MAYOR  
NEW YORK, N.Y. 10007

Executive Order No. 108  
December 29, 1986

Amendment of Executive Order No. 50  
(April 25, 1980)

BUREAU OF LABOR SERVICES

By the power vested in me as Mayor of the City of New York,  
it is hereby ordered:

Section 1. Prior Order Amended.

a. Section 6(a) of Executive Order No. 50, dated  
April 25, 1980, is amended to read as follows:

"Submission Requirements. No contracting  
agency shall enter into a contract with any  
contractor unless such contractor's  
employment report is first submitted to the  
Bureau for its review. Unless otherwise  
required by law, an employment report shall  
not be required for the following:

(i) a construction contract in the  
amount of less than \$1 million; a  
construction subcontract in the amount of  
less than \$750,000; or a supply and service  
contract in the amount of \$50,000 or less  
or of more than \$50,000 in which the  
contractor employs fewer than 50 employees  
at the facility or facilities involved in  
the contract;

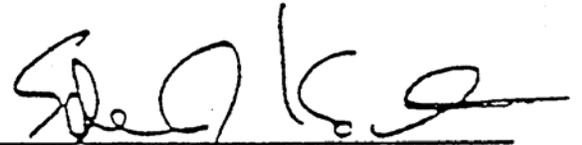
(ii) an emergency contract or other  
exempt contract, except as the Bureau may  
direct by regulation; and

(iii) a contract with a contractor who has received a certificate of compliance with the equal employment opportunity requirements of applicable law from the Bureau within the preceding twenty-four months, or an appropriate agency of the State of New York or of the United States within the preceding twelve months, except as the Bureau may direct by regulation."

b. Section 7(c) of such Order is amended to read as follows:

"On-the-job training of economically disadvantaged persons shall be required on all construction contracts covered by the submission requirements of this Order."

Section 2. Effective Date. This Order shall take effect immediately, but shall have no retrospective effect with respect to the two (2) year approval period provided for in Section 1(a) of this Order, amending Section 6(a) (iii) of Executive Order No. 50, dated April 25, 1980.



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Edward I. Koch  
M A Y O R



JUN 25 1986

THE CITY OF NEW YORK  
OFFICE OF THE MAYOR  
NEW YORK, N.Y. 10007

Executive Order No. 94  
June 20, 1986

Amendment of Executive Order No. 50  
(April 25, 1980)

BUREAU OF LABOR SERVICES

By the power vested in me as Mayor of the City of New York, it is hereby ordered:

Section 1. Prior Order Amended.

a. Section 1 of Executive Order No. 50, dated April 25, 1980, is amended to read as follows:

"Purpose. It is the purpose of this Order to ensure equal employment opportunity in City contracting."

b. Section 3(i) of such Order is amended to read as follows:

"equal employment opportunity means the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status or sexual orientation in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment;"

c. Section 5(a) of such Order is amended to read as follows:

"Equal Employment Opportunity. A contracting agency shall include in every

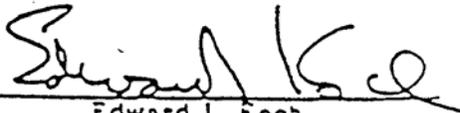
contract to which it becomes a party such provisions requiring the contractor to ensure equal employment opportunity as the Bureau may direct, consistent with this Order."

- d. Section 12 of such Order is amended to read as follows:

"Regulations. The Bureau shall promulgate such regulations, subject to the approval of the Mayor, as may be necessary to discharge its responsibilities under this Order, including regulations increasing the dollar amounts and number of employees referred to in this Order. Any regulations of the Bureau establishing terms and conditions for contractors shall be approved as to form by the Corporation Counsel.

Nothing contained herein shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised or controlled by or in connection with a religious organization, from limiting employment or giving preference to persons of the same religion or denomination or from making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained. The regulations shall set forth this exemption for religiously-sponsored organizations and provide for the discharge of the Bureau's responsibilities in a manner consistent with such exemption."

Section 2. Effective Date. This Order shall take effect immediately.

  
Edward I. Koch  
M A Y O R

## EXHIBIT A: Completeness Checklist and Applicant's Letter

### Form A1 – Completeness Checklist (Tab A)

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

Tab	Form	✓
<b>A</b>	Completeness Checklist (Exhibit A)	
<b>B</b>	Respondent's Letter (Exhibit B)	
<b>C</b>	Development Team Information and Principal Questionnaire (Exhibit C)	
	1. Development Team Information	
	2. Principal Questionnaire	
<b>D</b>	Development Experience and Current Workload (Exhibit D)	
<b>E</b>	Assets Statement and Individual's Property Listing ( <i>to be provided by Applicant</i> ) (Exhibit E)	
	1. Assets Statement: Personal Information (or alternative statements)	
	2. Assets Statement: Statement of Financial Conditions (including Schedules A1, A2, B, and C) (or alternative statements)	
	3. Lender and Tax Credit Syndicator Letter(s) ( <i>to be provided by Applicant</i> )	
<b>F</b>	Project Narrative (description in Exhibit F, <i>to be provided by Applicant</i> )	
<b>G</b>	Project Financing (Exhibit G)	
	1. Rental Project Income and Affordability	
	2. Rent and Affordability Calculations	
	3. Construction Period Uses of Funds	
	4. Construction Financing Sources	
	5. Permanent Financing Sources	
	6. Rental Pro Forma Income and Expense Schedule	
<b>H</b>	New Construction Sustainability Requirements (Exhibit H)	
<b>I</b>	Design/Architectural Documents ( <i>to be provided by Applicant</i> )	
<b>J</b>	Design Team Experience ( <i>to be provided by Applicant</i> )	
<b>K</b>	Post-Designation Development Schedule ( <i>to be provided by Applicant</i> )	

## Exhibit B: Respondent's Letter

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Department of Housing Preservation and Development  
Office of Development  
100 Gold Street, Room 9G  
New York, NY 10038  
Attention: Thehbia Hiwot

Re: Request for Proposals for Greenpoint-  
Williamsburg Sites

Dear Ms. Hiwot:

This letter is being submitted in connection with my proposal ("Proposal") submitted in response to the Request for Proposals ("RFP") issued by the Department of Housing Preservation and Development ("HPD") of the City of New York ("City") for residential development on development sites ("Development Sites") in the Greenpoint-Williamsburg section in Brooklyn.

I have received, read, and understand the provisions of the RFP. I understand that selection of a Respondent ("Respondent") under the RFP for disposition of a Development Site and the development of the Project described in the RFP ("Project") will mean only that HPD will commence negotiations with such Respondent regarding the development of the Development Site.

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

1. The commencement of negotiations will not represent any obligation or agreement on the part of the City, which may only be incurred or entered into by a written agreement which has been (i) approved as to form by the City's Law Department, (ii) approved by the Mayor after a hearing on due notice; and (iii) duly executed by the Respondent and the City. The Negotiation Letter will only indicate HPD's intention to commence negotiations, which may ultimately lead to the execution of such an agreement.
2. The Respondent will not have permission to enter upon the Development Site, which permission will only be granted, if at all, in the form of a license agreement duly executed by the Respondent and the City. The execution of any such license agreement, if it occurs, will only indicate that the City has granted permission for the Respondent to enter onto the Development Site for the limited purposes stated in the scope of work set forth therein, and will not indicate that the City reached any other agreement with the Respondent regarding the Development Site or the Project.
3. The following requirements will have to be satisfied prior to the disposition of the Development Site:

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

- a. The Respondent, any other potential grantee of the Development Site, and their respective principals must successfully undergo a background check concerning their suitability to do business with the City.
  - b. The Development Site will not be sold to any person or entity which, or to any entity with a principal who: (i) has not fulfilled development responsibilities undertaken in connection with the City or other governmental entities, (ii) is in default on any obligations to the City, (iii) is a former owner of the Development Site, or (iv) has lost real property to the City in tax or lien enforcement proceedings.
  - c. The price and other terms for the disposition of the Development Site and the tax exemption to be provided, if any, will be consistent with applicable City policies.
4. During negotiations, the Respondent must diligently, competently, and expeditiously comply with all requirements communicated to the Respondent by HPD.
  5. The design of the Project must comply with any applicable Urban Renewal Plan and HPD development guidelines.
  6. Either HPD or the Respondent may terminate negotiations at any time with or without cause. Negotiations will be terminated if Respondent does not commence construction within eighteen (18) months from the date of the Negotiation Letter.
  7. If negotiations are terminated by either HPD or the Respondent, whether with or without cause, or if negotiations terminate automatically, then neither the City nor the Respondent will have any rights against or liabilities to the other.
  8. The City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Respondent at any time, including, but not limited to, the cost of: (i) any prior actions by the Respondent in order to respond to any selection process, or (ii) any future actions by the Respondent in connection with the negotiations, including, but not limited to, actions to comply with requirements of HPD, the City, or any applicable laws.

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Respondent



### 3. Development Team Consultants

List below each consultant (individual and/or organization) that comprises the Development Team. Include the names, addresses, telephone and fax numbers, and e-mail addresses. The Development Team may include other Team Roles that are not listed below; please include all known Team Roles. If unknown, enter "N/A".

<b>Team Role</b>	<b>Name/Organization</b>	<b>Address</b>	<b>Telephone/Fax/E-mail</b>
General Contractor			
Architect			
Landscape Architect			
Engineer			
Managing Agent (Residential and/or Community Center)			
Marketing Agent (Residential and/or Community Center)			
Legal Counsel			
Other			
Other			
Other			

**Form C2 – Principal Questionnaire (Tab C)**

If a joint venture, a separate Principal Questionnaire must be provided for each individual and/or organization that comprises the Applicant Entity.

**1. Principal Information**

Name of Principal: \_\_\_\_\_

**2. Individual/Organization Information**

Provide the following information about all individuals that make up the Principal completing this questionnaire. State the role that each would play in the development of the Site, using the categories specified below. For corporations, provide the names of the officers and any shareholders owning 10% or more. For partnerships, provide the names of all general partners.

<b>Name/Position/Title</b>	<b>Home Address</b>	<b>Role*</b>	<b>% Owned</b>	<b>Social Security #</b>

\*Role categories:

- GP = General/Managing Partner
- GC = General Contractor
- F = Provides Financing, Inactive
- A = Architect
- L = Legal Services
- MR = Marketing Agent, Residential
- MC = Marketing Agent, Community Center
- O = Other (specify)

### 3. References

For each of the following categories, provide the name, address, and telephone and fax numbers of at least three business references that we may contact regarding your experience. For each reference, identify the property or properties with which the individual is familiar.

- New Construction Experience
- Marketing Experience – Residential
- Leasing Experience – Retail/Commercial, Community/Institutional
- Management Experience – Residential, Community/Institutional
- Financial Capacity

### 4. Other

Has any individual identified in Section 2 of this questionnaire, or any organization in which the Individual is or was a general partner, corporate officer, or owned more than 10% of the shares of the corporation, been the subject of any of the following:

1. Arson conviction or pending case? Yes [ ]  
No [ ]
2. Harassment complaint by the New York State Division of Rent Control or the New York State Division of Housing and Community Renewal? Yes [ ]  
No [ ]
3. Had an ownership or management interest in a property that was taken in rem by the City or assigned by a judge of Landlord and Tenant Court to a 7A administrator or receiver? Yes [ ]  
No [ ]
4. City mortgage foreclosure or currently more than 90 days in arrears on any City loan? Yes [ ]  
No [ ]
5. Default on any contract obligation or agreement of any kind or nature entered into with the City or one of its agencies? Yes [ ]  
No [ ]
6. In the past 10 years, failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency? Yes [ ]  
No [ ]
7. In the last 7 years, filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings? Yes [ ]  
No [ ]
1. In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of New York, or City taxes or other charges? Yes [ ]  
No [ ]
9. Been convicted of fraud, bribery, or grand larceny? Yes [ ]  
No [ ]

If the answer to any question is yes, provide the following information about each instance: name(s) of individual(s), name(s) of organization(s) or corporation(s), individual's title(s) or role(s) in the organization (e.g. officer), date of the action(s), and current status and disposition.

Name of Principal: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Print name and Title of Individual: \_\_\_\_\_

**5. Certification**

This certification must be signed by one of the individuals listed above. If the Applicant Entity is a joint venture, an individual representing each Principal of the joint venture must sign it.

I certify that the information set forth in this application and all attachments and supporting documentation is true and correct. I understand that the City of New York will rely on the information in or attached to this document and that this document is submitted to induce the City of New York to select this Proposal for development of the Site.

I understand that this statement is part of a continuing application and that until such time that the subject Project is finally and unconditionally approved by the City of New York, I will report any changes in or additions to the information herein, and will furnish such further documentation or information as may be requested by the City of New York or any agency thereof.

I understand that if I receive preliminary designation to develop this site, I must submit all additional disclosure forms required.

Name of Principal: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Print Name and Title of Individual: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Print Name and Title of Individual: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_

Print Name and Title of Individual: \_\_\_\_\_

## EXHIBIT D: Development Experience and Current Workload

### Form D – Development Experience and Current Workload (Tab D)

The most recent projects should be listed first. Additional pages may be attached as necessary.

Name of Principal or individual whose experience is described below: \_\_\_\_\_

	Project 1	Project 2
<b>Project Name and Address</b>		
<b>Role (a)</b>		
<b>Type (b)</b>		
<b>Category (c)</b>		
<b># of Buildings in Project</b>		
<b># of Stories</b>		
<b>Total # of Units</b>		
<b>Retail Space (sq. ft.)</b>		
<b>Office Space (sq. ft.)</b>		
<b>Community Space (sq. ft.)</b>		
<b>Total Development Cost</b>		
<b>Start Date (month/year)</b>		
<b>Completion Date (month/year)</b>		
<b>Status (d)</b>		
<b>Government Program (e)</b>		
<b>Construction Lender (f)</b>		
<b>Permanent Lender (f)</b>		
<b>Marketing Method (g)</b>		
<b>Marketing Period (h)</b>		
<b>Initial Occupancy &amp; 90% Leased (i)</b>		
<b>Management (j)</b>		

- (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, contact name, and telephone number.
- (f) **CONSTRUCTION/PERMANENT LENDER:** Provide the name of the institution.
- (g) **MARKETING METHOD:** Indicate if you marketed the project directly or used a marketing agent. Provide the name of the marketing agent used, if any.
- (h) **MARKETING PERIOD:** Provide the month/year for the start and completion of marketing.
- (i) **INITIAL OCCUPANCY & 90% LEASED:** Provide the month/year for the date of initial occupancy and the date that 90% of the project was under contract or leased.
- (j) **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.

## EXHIBIT E: Assets Statement

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### Form E1 – Personal Information (Tab E)

The Assets Statement must describe financial status within the last 12 months. The Assets Statement must be signed and dated.

Name of Principal or individual whose assets are described below: \_\_\_\_\_

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Position (Title) \_\_\_\_\_ Years of Service: \_\_\_\_\_

Salary: \_\_\_\_\_ Bonus/Commission: \_\_\_\_\_

Other Income: \_\_\_\_\_ Source: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gross Life Insurance: \_\_\_\_\_

Beneficiaries: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you a defendant in any lawsuits or legal actions? If so, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\* 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 A2: Income From Properties**

Property No. (Refer to Schedule A1)	1	2	3	4	5	6
Present Annual Gross Income <i>Not Including Vacancies and Concessions</i>						
Less Total Operating Expenses and Property Taxes						
Net Income						
Less Amortization and Income Payments						
Net Profit						
Net Rental Value of Present Vacancies						
Annual Rental Value of Space on which Lease Expires During Next Six Months						
Net Profit Last Year						
Amount & Classes of Insurance Carried						

List other encumbrances, debts, taxes, mortgage installments or interest past due:

List (circumstances of) any litigation or judgment(s) pending in connection with the above listed properties.

If additional room is needed, attach Supplemental Schedule A.

**Schedule B: Mortgages Owned**

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

<b>Mortgages Owned</b>	<b>Dollars (Omit Cents)</b>	<b>Collateral?</b>

If additional room is needed, attach Supplemental Schedule B.

**Schedule C: Marketable Securities**

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

<b>Marketable Securities</b>	<b>Dollars (omit cents)</b>	<b>Collateral?</b>

If additional room is needed, attach Supplemental Schedule C.

For the purpose of procuring and maintaining credit from time to time in any form whatsoever with you, the undersigned hereby represents the above to be a true and accurate Statement signed as of the date herein before set forth and agrees (I) that, if said Statement or any part thereof proves false or misleading in any particular, each and all of the obligation and/or liabilities of the undersigned of every kind to you, whether joint or several, primary or secondary, direct or contingent, shall, at your option, become immediately due and payable all without demand or notice of any kind and (II) that you will be notified promptly in writing of any materially unfavorable changes in the financial conditions herein set forth and, in the absence of such notice or the submission to you of a new and full written Statement that may be considered as a continuing Statement and substantially correct. Whenever the undersigned may apply to you for credit, and until a substitute Statement may have been submitted to you, this Statement shall have the same force and effect as if delivered at the time such further credit is requested.

Name of Principal: \_\_\_\_\_

Signature of Individual: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title of Individual: \_\_\_\_\_

**Individual's Property Listing  
to be provided by Applicant**

## **EXHIBIT F: Project Narrative**

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Please submit separate narratives for the General Information and Project Description segments of the Project Narrative for each non-contiguous lot within the site.

### **General Information**

- Site Number
- Block and Lot(s)
- Address
- Project Name

### **Project Description**

Provide a description of the project including:

- # of stories
- Total project square footage and square footage breakdown (net and gross) of Residential, Open Space, and Parking (if applicable)
- Affordability description
- Financing summary

### **Use Descriptions**

Fully describe ALL intended uses as outlined below:

- Residential: total # of units, unit mix / distribution, type, characteristics of the housing units, location and approximate square footages for each unit type
- Community Space (if applicable): description of expected use, location, service provider if any
- Open Space: description of expected use, location
- Parking and # of spaces: description of expected use, location
- A description of the public and private amenities
- If the project includes housing for a special needs population (e.g. formerly homeless), describe services to be provided, location of services, and service provider
- Pricing structures, amenities, assessment of competition, and absorption rates assumed
- Project zoning and zoning requirements
- A rationale for the design concept chosen for the new development that explains new building configuration and lot coverages, heights, primary building materials, and major architectural features

### **Description of Sustainability Elements**

- A detailed description of construction methods, foundation type(s), and building systems for all new buildings
- Detailed description of smart design, energy efficiency, and other Sustainability Requirements as outlined in **Exhibit H**

### **Design Team Description**

- Provide a brief description of the Design Team principals involved in the Project.

**Developer Description**

- Provide a brief description of the Respondent developer
- Include information on the developer's experience in the management or development of affordable housing in NYC.
- If the developer has participated in other HPD programs, please list recent projects (closing in the last five (5) years), the programs through which they were developed, and contact names.

**Not-For-Profit Partner**

- Describe the not-for-profit partner or community sponsor.
- Identify the role of the organization (e.g. obtaining cooperation of tenants, providing construction oversight); include previous experience and performance.

**Description of Project Ownership Structure**

- Describe ownership structure (current and future) and financial agreement between Developer and Not-For-Profit Partner.

## EXHIBIT G: Project Financing

### Form G1 – Rental Project Income and Affordability (Tab G)

Financing outlined below must reflect the guidelines outlined in **Section VI (Submission Requirements)**.

#### Residential

Residential Gross Square Feet:						
Residential Rentable Square Feet:						
Unit Size	# of Units	# of Rooms	Avg. sq. ft. per Unit	Affordability (% of AMI)	Avg. Monthly Net Rent per Unit	Annual Rent
Studio						
1 BR						
2 BR						
3 BR						
Other Type						
Other Type						
Super						
Total						
					Less 5% Vacancy	
					Total Annual Rent	

#### Community

	Community	Total
Gross Square Feet		
Rentable Square Feet		
Average Annual Rent per sq. ft.		
Gross Annual Rent		
		Less 10% Vacancy
		Total Annual Rent

#### Parking

	Community	Residential	Total
Number of Spaces			
Avg. Annual Rent per Space			
Gross Annual Rent			
		Less 10% Vacancy	
		Total Annual Rent	

**Form G2 – Rent and Affordability Calculations (Tab G)**

Financing outlined below must reflect the guidelines outlined in **Section VI (Submission Requirements)**. All rents by apartment size and affordability levels must be calculated using the assumptions and formulas included in the tables below. Reference the table below for household factors and utility allowances.

Provide calculations on separate worksheets for each unit model type, including unit count, room counts, and net square footages of living space.

Unit Count: \_\_\_\_\_ Room Count: \_\_\_\_\_ Net SF Living Space: \_\_\_\_\_

		<b>Assumptions</b>	<b>Calculation</b>
A	Household Factor	See table below for appropriate household size	
B	Area Median Income for Purposes of Rent Calculations	\$70,900 (NYC AMI for a family of four)	$A \times 70,900$
C	% AMI Affordability		$B \times \% \text{ AMI}$
D	Percent of Income to Housing Deemed Affordable	30%	$C \times .3$
E	Total Monthly Gross Rent		$D / 12$
F	Utility Allowances	See table below for appropriate electricity and gas allowances by household size	
G	Total Monthly Net Rent to Development		$E - F$

<b>Apartment Size</b>	<b>Household Size</b>	<b>Household Factor</b>	<b>Electricity Allowance</b>	<b>Gas Allowance</b>
0-BR	1	.7	\$44	\$16
1-BR	1.5	.75	\$48	\$18
2-BR	3	.9	\$54	\$20
3-BR	4.5	1.04	\$62	\$20
4-BR	6	1.16	\$69	\$20
5-BR	7.5	1.28	\$69	\$20

**Form G3 – Construction Period Uses of Funds (Tab G)**

Complete separate forms for total development and each component (residential and community center) that will be separately financed. Attach a detailed explanation of all assumptions, used in calculations, including a breakdown of the community center costs.

	<b>Amount</b>
<b>I. PROPOSED CASH PURCHASE PRICE</b>	\$1
<b>II. HARD COSTS</b>	
Contractor's Price for Residential Component	
Contractor's Price for Community Component	
Hard Cost Contingency @ ____%	
<b>TOTAL HARD COSTS</b>	
<b>III. SOFT COSTS</b>	
<b>A. Financing Costs</b>	
Construction Interest	
Bank Commitment Fee	
Bank Letter of Credit Fee	
Bank Mortgage Insurance Premium	
Bond Issuance	
Negative Arbitrage	
Partnership Publication Fee (if utilizing LIHTC)	
Partnership Management Fee (if utilizing LIHTC)	
Cost Certification (if utilizing LIHTC)	
Other:	
Other:	
<b>B. Pre-Construction Costs</b>	
Appraisal	
Surveys	
Borings	
Title and Recording	
Mortgage Recording Tax	
Mortgage Insurance Premium	
Real Estate Taxes	
Water & Sewer, Utilities	
Permits & Fees (including tax exemption filing fee)	
Insurance	
Bonding/Letter of Credit	
Other:	
<b>C. Professional Fees</b>	
Architect & Engineer	
Landscape Architect/Urban Designer	
Lender Engineering Fee	
Environmental Services (CEQRA)	
Borrower Legal	
Lender Legal	
Syndication Legal (if utilizing LIHTC)	
Accounting	
Other:	
<b>D. Sales/Lease-Up Costs</b>	
Marketing/Sales	
Transfer Taxes (City and State)	
Other:	
Operative Reserve (if utilizing LIHTC)	
<b>TOTAL SOFT COSTS</b>	
<b>IV. DEVELOPER FEE</b>	
<b>V. TOTAL DEVELOPMENT COST</b>	

**Form G4 – Construction Financing Sources (Tab G)**

	<b>Amount</b>			
<b>Equity</b>		<b>Description of Equity Source</b>		
Cash Equity				
Other Equity Source				
Other Equity Source				
<b>Total Equity</b>				
<b>Loans</b>		<b>Lender</b>	<b>Rate</b>	<b>Term</b>
Bank Construction Loan				
2 <sup>nd</sup> Construction Loan				
3 <sup>rd</sup> Construction Loan				
<b>Total Loans</b>				
<b>Total Sources of Funds*</b>				

\*This amount should be equal to the Total Development Cost.

**Form G5 – Permanent Financing Sources (Tab G)**

If the residential development is financed separately from the community development, please estimate the community Total Development Cost, and complete Permanent Sources of Financing for the residential component and Permanent Sources of Community Financing for the community component.

If the residential and community components are financed together, only complete Permanent Sources of Financing.

Permanent Sources of Financing

		Amount		
<b>Sales Proceeds</b>				
<b>Equity</b>		<b>Description of Equity Source</b>		
Cash Equity				
Other Equity Source				
Other Equity Source				
<b>Total Equity</b>				
<b>Loans</b>		<b>Lender</b>	<b>Rate</b>	<b>Term</b>
Bank 1 <sup>st</sup> Mortgage				
2 <sup>nd</sup> Mortgage				
Other				
<b>Total Loans</b>				
<b>Total Sources of Funds*</b>				

\*This amount should be equal to the Total Development Cost.

Permanent Sources of Community Financing

		Amount		
<b>Estimated Community Total Development Cost</b>				
<b>Equity</b>		<b>Description of Equity Source</b>		
Cash Equity				
Other Equity Source				
Other Equity Source				
<b>Total Equity</b>				
<b>Loans</b>		<b>Lender</b>	<b>Rate</b>	<b>Term</b>
Bank Permanent Loan				
2 <sup>nd</sup> Permanent Loan				
3 <sup>rd</sup> Permanent Loan				
<b>Total Loans</b>				
<b>Total Sources of Funds*</b>				

\*This amount should be equal to the Estimated Community Total Development Cost.

**Form G6 – Rental Pro Forma Income and Expense Schedule (Tab G)**

Attach a detailed explanation of all assumptions used in calculations.

	Amount	Per DU	Per Room
<b>I. REVENUES</b>			
Gross Residential Income (This amount must correspond to estimates for Total Annual Revenue in Financing Proposal Form H2.)			
Less Vacancy @ _____%			
Net Residential Income			
Gross Community Income (This amount must correspond to estimates for Gross Income in Financing Proposal Form H2.)			
Less Vacancy @ _____%			
Net Community Income			
Laundry Income			
Parking Income			
Other Income:			
<b>EFFECTIVE GROSS INCOME</b>			
<b>II. EXPENSES</b>			
Janitorial/Cleaning Supplies			
Repairs & Replacements			
Painting			
Grounds Maintenance			
Heating			
Cooking Gas & Electric			
Office Supplies & Equipment			
Elevator Maintenance & Repairs			
Superintendent & Maintenance Staff Salaries			
Security @ _____ hours/day			
Management Fee			
Legal & Accounting/Auditing			
Fire/Liability Insurance			
Real Estate Taxes			
Water & Sewer Charges			
Capital Replacement Reserve			
Other (identify)			
<b>TOTAL EXPENSES</b>			
<b>NET OPERATING INCOME</b>			
<b>III. DEBT SERVICE</b>			
First Mortgage @ _____ DCR			
Second Mortgage			
Third Mortgage			
<b>TOTAL DEBT SERVICE @ _____ DCR</b>			
<b>IV. TOTAL EXPENSES + TOTAL DEBT SERVICE</b>			
<b>V. NET CASH FLOW (NOI less TOTAL DEBT SERVICE)</b>			

## HPD New Construction Sustainability Requirements

Description		Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
<b>SMART DESIGN &amp; SITE PRACTICES</b>		<b>5</b>			
Prerequisite 1	Dedicate interior or covered exterior recycling area near trash receptacles, collecting at minimum paper, corrugated cardboard, glass, plastic, and metals	Req.	0		
Prerequisite 2	Maximize use of natural light in dwelling units, and, if possible, provide a view of exterior landscaped or natural spaces	Req.	0		
Prerequisite 3	Provide covered bicycle storage for a minimum of 15 percent of occupants	Req.	0		
Prerequisite 4	Program and landscape outdoors spaces for a variety of specific uses according to project's intended population	Req.	0		
Prerequisite 5	Shield parking lot from the street and on-site open spaces using trees and other landscaping. Depending on site configuration and size, consideration may be given to providing parking below grade	Req.	0		
Prerequisite 6	Submit an environmentally aware site plan utilizing a maximum amount of permeable surfaces and sustainable or recycled materials, and showing all walks, sidewalks, building access points, driveways, parking areas, play areas with equipment, benches, other exterior furnishings, trees, plant material, and elevations/grades	Req.	0		
Prerequisite 7	Submit a zoning analysis including allowable and proposed Floor Area Ratio (F.A.R.) and minimum and proposed open space requirements	Req.	0		
Credit 1	Consider, where feasible, orienting the building and apartment layouts for maximum passive solar heating or cooling	1			
Credit 2	Where feasible, maximize use of natural light in circulation areas	1			
Credit 3	Where feasible and depending on site conditions, maximize on-site storm water catchment capacity and diversion of storm water drainage	1			
Credit 4	Where feasible, use harvested/retained water for irrigation and non-potable uses	1			
Credit 5	Increase the use of permeable surfaces and water containment features to reduce stormwater run-off, including but not limited to pervious paving materials, parking pads, planters, or cisterns	1			
		Subtotal	0		

## HPD New Construction Sustainability Requirements

Description		Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
<b>ENERGY EFFICIENCY</b>		<b>2</b>			
Prerequisite 1	Install a high albedo (highly reflective) roofing material or apply a high albedo roof coating	Req.	0		
Prerequisite 2	Design the exterior wall to prevent mold growth and migration and to reduce heat loss	Req.	0		
Prerequisite 3	Caulk and seal in all wall areas where heat or cold transfer is possible, and in all penetrations in exterior and demising walls	Req.	0		
Prerequisite 4	Insulate all water and heating piping in compliance with the NYS Energy Code	Req.	0		
Prerequisite 5	Use low-E, argon-filled, thermally-broken aluminum windows - fiberglass frames are optional (see below)	Req.	0		
Prerequisite 6	Provide integral window frame opening or AC sleeves to minimize sound and draft infiltration; window installed AC units are unacceptable	Req.	0		
Prerequisite 7	Install only lighting fixtures that are Energy-Star rated and feature compact fluorescent lamps (CFLs), T5 or T8 fluorescent lamps	Req.	0		
Prerequisite 8	In common areas except the lobby, install bi-level lighting with motion sensors	Req.	0		
Prerequisite 9	Use photocell control for exterior lighting	Req.	0		
Prerequisite 10	Install only Light Emitting Diode (LED) exit signs	Req.	0		
Prerequisite 11	Install only Energy Star-labeled appliances, where available	Req.	0		
Prerequisite 12	Install an 85 percent high efficiency boiler with indirect fired hot water heater featuring premium grade pumps	Req.	0		
Credit 1	Install combination high albedo/extensive green roof or full extensive green roof	1			
Credit 2	Install low-E, argon-filled, thermally-broken windows with fiberglass frames	1			
		Subtotal	0		

## HPD New Construction Sustainability Requirements

Description	Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
<b>INDOOR AIR QUALITY</b>				
	<b>1</b>			
Prerequisite 1	1	0	Install a premium grade continuous background ventilation system for apartment unit to allow for exhausting and air exchange and to introduce fresh, filtered air into all units while complying with all applicable codes and regulations	
Prerequisite 2	1	0	Comply with South Coast Air Quality Management District (SCAQMD) Rule #1168 for low-VOC adhesives, sealants, and primers for all interior applications	
Prerequisite 3	1	0	Adhere to Green Seal Standard GS-11 for low-VOC paints (interior non-flat not to exceed 150 g/L and flat 50 g/L; exterior non-flat not to exceed 200 g/L and flat 100 g/L)	
Credit 1	1	0	All exposed sides of urea-formaldehyde materials are to be sealed/painted with low-VOC primer complying with SCAQMD Rule #1168 or paint complying with Green Seal Standard GS-11	
	Subtotal	0		
<b>WATER CONSERVATION</b>				
	<b>2</b>			
Prerequisite 1	1	0	Install low-flow fixtures in bathroom and kitchens – 2.5 gpm or better for showerheads; 2 gpm or better for kitchen and bathroom faucets; 1.6 gpm for toilets	
Credit 1	1	0	Use only hardy species that require little irrigation for outdoor plantings; when possible, use species native to the area	
Credit 2	1	0	Install 1.6/0.8 gpm dual-flush toilets	
	Subtotal	0		
<b>ENVIRONMENTALLY PREFERABLE PRODUCTS &amp; RESOURCE CONSERVATION</b>				
	<b>1</b>			
Prerequisite 1	1	0	Use environmentally responsible floor coverings in all rooms and spaces, such as ceramic tile, non-VCT vinyl, or natural linoleum flooring in kitchens and baths; Green Label certified carpet, FSC certified hardwood, bamboo, non-VCT vinyl, or other environmentally friendly and durable flooring in living spaces and common areas	
Prerequisite 2	1	0	Use concrete mix with 20-50 percent fly ash substitution and recycled aggregate base	
Credit 1	1	0	Use 50 percent of wood-based products certified by the Forest Stewardship Council for sub-flooring, exterior sheathing, and structural framing (or use metal); use renewable or recycled materials elsewhere as feasible	
	Subtotal	0		

## HPD New Construction Sustainability Requirements

Description	Possible Points	Points Achieved	Please provide a short description of how the proposal meets the qualification	(For RFP Review Use ONLY)
<b>CONSTRUCTION MANAGEMENT &amp; PRINCIPLES</b>		<b>5</b>		
Prerequisite 1		Req.	0	
Submit Construction Waste Management Plan demonstrating means used to recycle or salvage 25 percent of construction waste; submit to HPD bills of lading for hauling to off-site locations				
		Subtotal	0	
<b>MAINTENANCE &amp; OPERATIONS</b>		<b>5</b>		
Prerequisite 1		Req.	0	
Reduce set points for domestic hot water recirculation to 140 degrees				
Prerequisite 2		Req.	0	
Submit a Preventive and Routine Maintenance Plan for systems to ensure designed efficiency; commit to HVAC inspections annually				
Prerequisite 3		Req.	0	
Submit copy of HVAC maintenance contract to HPD				
Prerequisite 4		Req.	0	
Submit annually for 3 years a sample of utility bills for electric (full common area bills, and a sample of 10 percent of apartments), plus gas or fuel oil bills for systems				
Prerequisite 5		Req.	0	
Provide to operating personnel installation, maintenance, and operating manuals for building systems. Provide at minimum three days (four hours each day) of training for operating personnel focused on start up and maintenance of systems				
		Subtotal	0	
		TOTAL POINTS		