

**HOUSING AUTHORITY OF THE
CITY OF NEW BRUNSWICK**

REQUEST FOR PROPOSALS

**AFFORDABLE HOUSING DEVELOPER SERVICES –
FOURWARD HILL PHASE I**

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq.

PROPOSALS MUST BE SUBMITTED BY

April 21, 2026 at 11:00 a.m.

To:

Daniel Toto, Executive Director
Housing Authority of the City of New Brunswick
7 Van Dyke Avenue
New Brunswick, New Jersey 08901

Advertisement

Proposals for Affordable Housing Developer Services – Fourward Hill Phase I will be received by the Housing Authority of the City of New Brunswick (“Housing Authority”) at 7 Van Dyke Avenue, New Brunswick, New Jersey 08901, until **April 21, 2026 at 11:00 a.m.**

The Request for Proposals (“RFP”) can be obtained via email to the Housing Authority’s Executive Director, Daniel Toto, at dtoto@nbnjha.org.

Interested parties may witness the opening of proposals either in person at the above address or remotely via Zoom (see below).

Meeting ID: 884 3328 7235
Passcode: 341340

All proposals shall be submitted in a sealed envelope, labeled “Proposal for Affordable Housing Developer Services – Fourward Hill Phase I” and including the respondent’s company name and return address. The envelope must contain a printed copy of the entire proposal and a flash drive containing a PDF copy of the entire proposal. Respondents must ensure that their proposal is received at the address and by the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender.

All responses submitted are subject to these instructions and to the Instructions to Offerors, Non-Construction form HUD-5369-B. The failure to abide by these instructions in any way, including but not limited to the failure to submit all required documentation, may lead to the proposal being rejected as non-responsive.

The Housing Authority reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn within sixty (60) days after the submission deadline.

In accordance with the criteria included in the RFP, the contract shall be awarded to the respondent who submits the proposal most advantageous to the Housing Authority, cost and other factors considered. The successful respondent will be required to execute the Housing Authority’s contract within seven (7) days of receiving the notice of award.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

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1. PURPOSE

The Housing Authority of the City of New Brunswick (hereinafter called “Housing Authority” or “NBHA”) is a public housing agency with administrative offices located at 7 Van Dyke Avenue, New Brunswick, New Jersey 08901. The Housing Authority provides quality, affordable housing to low-income families and seniors through various affordable housing programs, including the Public Housing (285 units) and Section 8 Housing Choice Voucher (968 vouchers) programs.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **Affordable Housing Developer Services** on Phase I of the Fourward Hill development.

NBHA envisions Fourward Hill as a multi-phase, large scale development that will increase density of residential units, parking, commercial, and community space. It will be developed on the current site of Schwartz Homes, a public housing project consisting of 2 parcels which are bisected by Van Dyke Avenue. The existing project was built in 1985 and sits on approximately 14 total acres of land. NBHA has not yet determined which development funding mechanism(s) will be utilized; mechanisms may include but not be limited to Section 8 Project Based Vouchers (“PBVs”), Rental Assistance Demonstration (“RAD”), Section 18 demolition / disposition, Low Income Housing Tax Credits (“LIHTC”), and other public or private sources.

All services must be provided in accordance with applicable Federal, State of New Jersey, and local statutes, rules, regulations, ordinances, orders, and codes (including the rules, orders, directives, and regulations promulgated by the U.S. Department of Housing and Urban Development (“HUD”)).

All proposals shall be reviewed for completeness and shall be analyzed in accordance with the criteria contained herein. Therefore, the Housing Authority urges all interested firms to carefully review the requirements of the RFP, including the attached Instructions to Offerors (HUD-5369-B). Failure to abide by the RFP’s instructions in any way may lead, in the Housing Authority’s sole discretion, to the rejection of the proposal as non-responsive.

2. TERMS AND CONDITIONS

Any requests for clarification as to the meaning of any provision of this Request for Proposals shall be submitted in writing no later than **March 31, 2026** at **5:00 p.m.** via email to the Housing Authority’s Executive Director, Daniel Toto, at dtoto@nbnjha.org. If deemed necessary by the Housing Authority, an addendum will be issued to all individuals who were issued a copy of the Request for Proposals. Any prospective respondent obtaining the RFP from the Housing Authority website shall be responsible for ensuring they are aware of any addenda to the RFP by verifying such with the Housing Authority prior to submission. Failure of any proposer to receive any such addendum shall not relieve them from an obligation under their proposal as submitted.

All proposals shall remain valid for a period of sixty (60) calendar days after the date specified for receipt of proposals. All costs of the proposal process, interviews, and related expenses, are solely the responsibility of the respondent.

The Housing Authority reserves the right to reject any or all proposals, to waive informalities and minor irregularities, and/or modify or cancel this Request for Proposals. Proposals which appear unrealistic in terms of management commitments or are indicative of failure to comprehend the complexity of this RFP and subsequent contract may be rejected.

Respondents are requested and advised to be as complete as possible in their response. The Housing Authority reserves the right to 1) contact any respondent to clarify their proposal; 2) contact any past/current clients of the respondent; 3) solicit information from any available source concerning any aspect of the proposal; and 4) seek and review any other information deemed pertinent to the evaluation process.

3. SCOPE OF SERVICES

The Scope of Affordable Housing Developer Services being requested shall include, but not limited to, the following:

- (A) Create a self-sustaining residential community including retail and neighborhood amenities
 1. Develop replacement affordable housing units with adequate onsite parking. The unit count for Phase I will be determined based on financing and development constraints. NBHA may provide Section 8 Project-Based Vouchers (“PBVs”) for a portion of the units, subject to HUD approval.
 2. Develop non-residential community and retail spaces that support neighborhood-serving uses, including food, childcare, consumer retail, health and wellness, and arts or cultural facilities.
 3. Ensure compliance with NBHA design, grade, and material standards, including architectural styling that complement the surrounding community and incorporates warm, durable finishes, consistent with NBHA-approved design guidelines.
 4. Incorporate district-scale digital twin and integrated smart-infrastructure systems such as an integrated sensor system.
 5. Incorporate open architecture design.
 6. Oversee and coordinate the work of subcontractors including but not limited to general contractor, civil engineer, MEP, landscape architect, and structural engineer.
 7. Obtain and coordinate all required third-party studies and approvals necessary to complete the project, including market studies and other due diligence reports.
 8. Apply for and secure all required zoning variances, entitlements, permits, approvals, and certificates of occupancy for the project.
 9. Prepare and propose a comprehensive project schedule, including key milestones from predevelopment through construction and occupancy.

10. Ensure compliance with all applicable federal, State of New Jersey, and local regulatory requirements.
- (B) Propose the overall financing plan and secure Low Income Housing Tax Credits (“LIHTCs”), debt, and gap funding for financing the residential, commercial, and parking components of the project.
 1. Prepare, manage, and monitor predevelopment and development budgets, ensuring cost controls throughout the project lifecycle.
 2. Develop and implement a comprehensive financing plan, including securing LIHTCs, permanent debt, and other public or private funding sources.
 3. Identify and pursue gap funding sources such as tax increment financing (“TIF”), green bonds, infrastructure funds, and other innovative capital sources.
 - (C) Collaborate with NBHA and its consultants.
 1. Develop and implement a resident relocation plan and manage the relocation process in coordination with NBHA and in compliance with applicable regulations.
 2. Lead and participate in resident and community engagement efforts, in coordination with NBHA and project stakeholders.
 3. Coordinate and manage lease-up and initial occupancy of both residential and non-residential components of the project.
 4. Support NBHA staff capacity-building through targeted training, collaboration, and knowledge transfer throughout the development process.
 - (D) Provide any other Affordable Housing Developer Services requested by the Board.

4. QUALIFICATIONS

Respondents shall meet the following minimum requirements:

- A) Is authorized to do business in the State of New Jersey.
- B) Is capable of providing the requested scope of services in accordance with the requirements set forth herein.
- C) Has demonstrated experience developing affordable housing in the State of New Jersey.
- D) Has demonstrated knowledge of and experience with HUD and State of New Jersey development funding programs, mechanisms, and regulations.
- E) Is able to truthfully and accurately provide all information required on the Qualifications Statement.
- F) Is approvable by HUD.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead, and signed by the owner or an executive officer of the firm.
- B. **Narrative** – Provide a narrative description of the respondent’s business and proposed services, which shall include the following elements:
1. **Executive Summary** – Provide a brief non-technical overview of the Respondent’s business including the range of services offered. Respondents should demonstrate how and why their services meet the Housing Authority’s needs and qualification requirements.
 2. **Company Profile** – Provide a history of the business and resumes of key staff to be involved in all aspects of the Affordable Housing Development services. This shall include both the company’s history providing Affordable Housing Development services generally, as well as its experience providing such services to public housing authorities or other providers of HUD-funded housing.
 3. **Proposed Development Plan** – Provide a detailed description of the proposed development, including concept plans, architectural elevations, total projected development costs, funding sources, 20-year operating proforma, and configuration of dwelling units.
 4. **Energy Independence** (if seeking bonus points under the evaluation criteria specified below) – Describe in detail the company’s history with developing affordable housing that is capable of generating sufficient energy to meet 100% of its anticipated energy needs (i.e. capable of independence from the energy grid). In addition, describe your approach for incorporating energy independence into the development of Fourward Hill.
- C. **Required Documentation** – Respondents shall submit a printed copy and a flash drive containing a PDF copy of their proposal, including the enclosed checklist and all documentation identified therein. Failure to provide any of the required documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.
- D. **Insurance** – Respondents shall possess the insurance coverages specified on the Qualifications Statement. The premium cost of all insurance purchased by the Respondent for protection against risks assumed by virtue of the contract shall be borne by the Respondent and is not reimbursable by the Housing Authority. The Housing Authority

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specifically reserves the right to require the Respondent to provide certified copies of any and all insurance policies.

6. SUBMISSION REQUIREMENTS

Interested firms are invited and strongly encouraged to attend a pre-response walkthrough of the sites on **February 17, 2026** at **11:00 a.m.** The starting location is in front of the Housing Authority’s offices, located at 7 Van Dyke Avenue, New Brunswick, New Jersey 08901.

Proposals must be received by the Housing Authority at the below address by **April 21, 2026** at **11:00 a.m.** in a sealed envelope clearly marked and labeled as follows:

Name of Respondent
Respondent’s Return Address
Proposal for Affordable Housing Developer Services – Fourward Hill Phase I
DUE DATE: **April 21, 2026** at **11:00 a.m.**

ATTN: Daniel Toto, Executive Director
Housing Authority of the City of New Brunswick
7 Van Dyke Avenue
New Brunswick, New Jersey 08901

Proposals must be submitted by mail, hand delivery, or courier service such as Fed Ex or UPS only. No faxed or emailed proposals shall be accepted. Respondents must ensure that their proposal is received at the address and by the deadline specified above. Proposals received after the deadline for any reason shall not be considered and will be returned to the sender.

7. EVALUATION CRITERIA

A. All proposals will be reviewed in accordance with the below evaluation criteria.

Evaluation Criteria	Weighting (Maximum Points)
Identified history developing affordable housing in the State of New Jersey	30
Demonstrated knowledge of and experience with HUD and State of New Jersey development funding programs, mechanisms, and regulations	30
Capability and capacity to accomplish quality work within the required time period	20
Reasonableness of proposed fee(s)	20
Energy Independence Bonus – Demonstrated experience developing energy independent affordable housing and desirability of plan for	10

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incorporating energy independence into the development of Fourward Hill.	
TOTAL	110

- B. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.
- C. The contract shall be awarded to the respondent who submits the proposal most advantageous to the Housing Authority, cost and other factors considered.
- D. The successful respondent shall be required to execute the Housing Authority’s contract(s) within seven (7) days of receiving the notice of award.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City of New Brunswick (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Executive Director of the Housing Authority of the City of New Brunswick, Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

PROPOSAL CHECKLIST

Completion and/or submission of the following items is mandatory:

<u>Item</u>	<u>Read, Initialed and Submitted</u>
Printed Copy of Entire Proposal	_____
Flash Drive Containing PDF Copy of Entire Proposal Narrative	_____
Acknowledgement of Addenda	_____
Fee Proposal Form	_____
Project Summary Form	_____
Qualifications Statement	_____
Listing of Subcontractors	_____
Affirmative Action Compliance Notice HUD-5369-C	_____
Disclosure of Investment Activities in Iran	_____
Certification of Non-Involvement in Russia or Belarus	_____
New Jersey Business Registration Certificate	_____
Certificate of Insurance	_____

The undersigned hereby acknowledges that they have completed and/or submitted the above-listed mandatory items. The undersigned also hereby acknowledges that the Housing Authority may, in its discretion, reject any proposal as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Company: _____

Signature of Respondent’s Agent: _____

Name and Title of Respondent’s Agent: _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA

The Respondent hereby acknowledges receipt of the following Addenda to the Request for Proposals:

Addendum No. _____	Dated: _____

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

FEE PROPOSAL FORM

In submitting this Proposal, the undersigned agrees and certifies:

- That the proposal was made in good faith following a complete examination of the Request for Proposals, all attached and referenced documents, and the existing site conditions.
- That the proposal includes the cost of all materials, equipment, transportation, staging, protections, disposal, labor, permits, certifications, licenses, insurance, and bonds required for the successful completion of the services, and that there shall be no additional cost to the Housing Authority arising from any of the foregoing items.
- That, if awarded a contract, the respondent shall perform all work in accordance with the Request for Proposals and the Contract.
- That, if awarded a contract, the respondent shall timely complete all work authorized by the Housing Authority.

I. Fourward Hill Phase I

Proposal	Description
	Proposed Developer Fee (% of project costs)
	Estimated Project Costs

Signature of Respondent’s Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

PROJECT SUMMARY FORM

I. Proposed Development Type

<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> High-Rise Apartments
<input type="checkbox"/> New Construction	<input type="checkbox"/> Low-Rise Apartments
<input type="checkbox"/> Other:	<input type="checkbox"/> Townhomes
	<input type="checkbox"/> Other: _____

II. Proposed Unit Distribution

Unit Type	Unit Size	# of Units (Ordinary)	# of Units (Accessible)	# of Units (Total)
Efficiency				
One-Bedroom				
Two-Bedroom				
Three-Bedroom				
Four-Bedroom				
Five-Bedroom				
Six-Bedroom				

III. Proposed Amenities

IV. Proposed Supportive Services

V. Proposed Development Partners

Entity Name	Development Role	Contact Person

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Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

QUALIFICATIONS STATEMENT

1. The respondent must provide a full and complete disclosure regarding its formation, ownership, and management.

a. Type of Entity: _____
Sole Proprietorship, General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Company, Corporation, or S Corporation.

b. Date of Incorporation/Organization/Formation _____

c. State of Incorporation/Organization/Formation _____

d. Does any person or entity have an ownership interest of more than 10%? _____
If so, disclose each such person and/or entity below. Attach additional sheets if necessary.

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Percentage of Ownership: _____	Percentage of Ownership: _____

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Percentage of Ownership: _____	Percentage of Ownership: _____

e. Names of Officers / Partners

2. The respondent must have been in business for at least five (5) years in this particular field and must have satisfactorily completed similar contracts.

a. Number of Years in Business under Present Company Name _____

b. Number of Years Performing Similar Work _____

c. Has your company ever failed to complete a contract awarded to it? If so, explain:

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- d. Has any other officer or partner of your company ever been an officer or a partner of another entity that failed to complete a contract that was awarded to it? If so, explain:

- e. Are there any liens filed against your company at this time? If yes, specify the nature and amount of the lien:

- f. If awarded the contract, who from your company will personally supervise the work? How is this individual qualified? Explain in detail.

3. The respondent possesses (or has the ability to obtain) the equipment necessary to timely complete the requested services.
4. The respondent possesses the financial resources and capacity to timely complete the requested services.
5. The respondent and/or its principals have never, at any time, been debarred, suspended, declared ineligible, or voluntarily excluded by the Federal government (including the U.S. Department of Housing and Urban Development or any other Federal agency) or the government of the State of New Jersey (including any State agency).
6. The respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in connection with this proposal.
7. The respondent and/or its principals do not conduct business in or with any nation sanctioned by the Federal government or the government of the State of New Jersey.
8. Federal funds have not and will not be paid, by or on behalf of the respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
9. The respondent must possess the following licenses/registrations:

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- a. N.J. Business Registration Certificate

10. The respondent must possess the following minimum insurance coverages:

- a. Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority’s property as being covered by the Policy.
- b. Worker’s Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws.
- c. Automobile Liability Insurance: must cover all vehicles used in connection with the Services in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- d. Professional Liability Insurance: must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000.00 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

11. The respondent must provide three client references.

Client Name: _____
Address: _____
Contact Person: _____
Phone: _____
Email Address: _____
Description of Work: _____

Completion Date: _____ Value: _____

Client Name: _____
Address: _____
Contact Person: _____
Phone: _____
Email Address: _____
Description of Work: _____

Completion Date: _____ Value: _____

Client Name: _____
Address: _____

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Contact Person: _____
Phone: _____
Email Address: _____
Description of Work: _____

Completion Date: _____ Value: _____

The respondent hereby certifies that the foregoing statements are true and accurate, and authorizes any person or entity identified on this qualification form to furnish any information requested by the Housing Authority for verification purposes.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

LISTING OF SUBCONTRACTORS

The Respondent must identify, in the space provided below, any and all subcontractors it intends to use on the Project. The Housing Authority reserves the right to vet any and all proposed subcontractors. The Housing Authority further reserves the right to reject any and all proposed subcontractors.

The use of a subcontractor, except as approved in writing by the Housing Authority, shall be prohibited. Approval of a subcontractor shall be granted in the Housing Authority’s sole discretion. Substitution of a subcontractor without the Housing Authority’s written approval is prohibited.

The cost of any and all subcontractor services must be included within the Respondent’s proposal.

1. Name of Subcontractor: _____

Address: _____

Contract Amount: _____

Description of Work to be Performed: _____

2. Name of Subcontractor: _____

Address: _____

Contract Amount: _____

Description of Work to be Performed: _____

3. Name of Subcontractor: _____

Address: _____

Contract Amount: _____

Description of Work to be Performed: _____

Signature of Respondent’s Agent

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

Housing Authority of the City of New Brunswick
Request for Proposals – Affordable Housing Developer Services – Fourward Hill Phase I

**Instructions to Offerors
Non-Construction**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here.]

**Certifications and
Representations
of Offerors
Non-Construction Contract**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans Asian Pacific Americans

Hispanic Americans Asian Indian Americans

Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeree deletes or modifies subparagraph (a)2 above, the bidder/offeree must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

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**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
 IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

 Signature of Authorized Representative

 Date

 Print Name and Title of Authorized Representative

 Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus* means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

FORM OF CONTRACT

THIS AGREEMENT made on [redacted], by and between the **HOUSING AUTHORITY OF THE CITY OF NEW BRUNSWICK**, 7 Van Dyke Avenue, New Brunswick, New Jersey 08901 (hereinafter called the “HOUSING AUTHORITY”) and [name], [address] (hereinafter called the “DEVELOPER”).

WITNESSETH, that the Housing Authority and the Developer, for the consideration stated herein, agree as follows:

ARTICLE 1: Scope of Services. The Developer shall provide the full range of services identified in the Housing Authority’s Request for Proposals and the Developer’s Proposal. The services shall be provided in a competent and professional manner, in accordance with prevailing professional standards and applicable Federal, State, and Local statutes, rules, regulations, ordinances, orders, and codes. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Developer in all aspects of the Services. The Developer shall be responsible for all damages arising out of or resulting from the Developer’s performance under this Contract.

ARTICLE 2: Qualifications. The Developer represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein in a competent and professional manner.

ARTICLE 3: Agreement Term. This Agreement shall be effective on the Agreement Date and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth hereinbelow or supplanted with a Master Development Agreement, when the Housing Authority advises in writing that all assigned development Projects have been completed.

ARTICLE 4: Compensation. The Developer shall be compensated for the services provided according to the terms of this Agreement in accordance with the fee structure specified in the Developer’s Proposal and the following pay-out schedule:

Milestone	% of Developer Fee Paid

Upon reaching milestones, the Developer shall submit detailed invoices to the Housing Authority which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority’s Executive Director.

ARTICLE 5: Insurance. The Developer shall obtain and maintain adequate insurance coverage, as identified in the Housing Authority’s Request for Proposals, throughout the term of this Agreement. The Developer must provide a Certificate of Insurance naming the Housing Authority as an additional insured. The Housing Authority shall be notified in writing at least thirty (30) days prior to any change in or cancellation of insurance coverage.

ARTICLE 6: Indemnification. The Developer shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, and employees from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Developer's performance under this Contract.

ARTICLE 7: Subcontracting. The Developer shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as approved in writing by the Housing Authority's Executive Director, shall be prohibited. Approval of a subcontractor shall be granted in the Housing Authority's sole discretion. Substitution of a subcontractor without the Housing Authority's written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement.

ARTICLE 8: Independent Contractor Relationship. The Developer is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Developer's sole direction, supervision and control.

ARTICLE 9: Termination for Convenience. The Housing Authority may terminate this Agreement, in whole or in part, by delivering to the Developer written notice ten (10) business days prior to any effective termination date. The Notice of Termination shall specify: 1) that the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Developer for services rendered through the date of termination.

ARTICLE 10: Termination by Default. This Contract may be terminated if there has been a material default in the performance or observance of any term or condition herein by the Developer. The failure to perform any of the following shall constitute an event of default: 1) failure to satisfactorily and timely perform any or all of the services specified herein; 2) discontinuation of services without authorization or justification; 3) failure to maintain adequate insurance coverage; 4) failure to comply with applicable legal requirements; and 5) suspension from participation in any federal or state government programs. The Housing Authority may, in its discretion, elect not to declare a default or to terminate the contract, but such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall Developer be relieved of any of its responsibilities, duties or obligations under this Contract.

ARTICLE 11: Prevailing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement, or the services provided hereunder must be brought in the Superior Court of New Jersey, Middlesex County.

ARTICLE 12: Non-Debarment. By execution of this Agreement, the Developer certifies that it is not currently debarred by the Federal government, including the U.S. Department of Housing and Urban Development or any other Federal agency, the State of New Jersey, or any State agency.

ARTICLE 13: Confidentiality. All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Developer in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information (“Confidential Information”) and may not, without the prior written consent of the Housing Authority, be used by the Developer for any purpose other than for the benefit of the Housing Authority, unless required by law.

ARTICLE 14: Non-Discrimination. The Developer agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 15: Conflicts of Interest. The Developer represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 16: Assignment. The Developer shall not assign, transfer, convey, or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 17: Severability. If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 18: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

ARTICLE 19: Integration. This Agreement and the Housing Authority’s Request for Proposals shall constitute the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

ARTICLE 20: Subsequent Modification. This Agreement may not be changed or modified except by written agreement specifically referencing this Agreement and executed by each of the parties hereto.

ARTICLE 21: Effect of Headings and Titles. The headings and titles used in this Agreement are solely for convenience of reference and shall not affect its interpretation or construction.

ARTICLE 22: No Interpretation Against Draftsman. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

**HOUSING AUTHORITY OF THE
CITY OF NEW BRUNSWICK**

Dated: _____

Daniel Toto, Executive Director

[DEVELOPER]

Dated: _____

[name], [title]