

JERSEY CITY HOUSING AUTHORITY (JCHA)

In accordance with the U.S. Department of Housing and Urban Development (HUD) PIH 2019-23 Notice, as amended by PIH 2023-19 Notice, and HUD's Faircloth RAD Guide Rev. 11/2023

THE JCHA INVITES PROPOSALS IN RESPONSE TO A REQUEST FOR PROPOSALS (RFP) FROM DEVELOPERS OF ANTICIPATED OR PLANNED LOW INCOME MULTI-FAMILY RENTAL CONSTRUCTION PROJECTS, OR DEVELOPERS OR OWNERS OF EXISTING LOW INCOME MULTI-FAMILY PROPERTIES REQUIRING REHAB, AND INTERESTED IN PARTNERING WITH THE JCHA TO PROVIDE RENTAL ASSISTANCE DEMONSTRATION (RAD) SUBSIDY

Bids or RFP documents may be obtained from our website www.jerseycityha.org by on clicking the **Doing Business With Us** tab, then scrolling down on page to access the **BID/RFP Package** to download. Any questions can be emailed to purchasing@jcha.us or faxed to the Purchasing Department at 201-547-6648 between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, (excluding holidays).

TDD # 201-706-4695, BETWEEN THURSDAY, MARCH 20, 2025, THROUGH TUESDAY, TUESDAY, APRIL 18, 2025.

All firms must submit **1 original, 5 copies and a flash drive of the proposal** in a SEALED Envelope LABELED APPROPRIATELY (PROPOSAL TITLE AND RETURN ADDRESS) and received by the JCHA, c/o Kenneth Pinnock, Jr., Deputy Executive Director and Director of Procurement, Contracts & Risk Management, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, by or before **Wednesday, April 16, 2025 @ 11:00 A.M.** EST, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

All bidders must supply a copy of the organization's "Business Registration Certificate" issued by the Division of Revenue in order to be eligible for award consideration.

Proposals received after this date and time for any reason shall not be considered and will be returned to the sender.

*****PLEASE ENSURE TO VISIT OUR WEBSITE SEVEN (7) DAYS PRIOR TO THE DUE DATE OF THE BIDS & RFPs THAT YOU WISH TO PARTICIPATE IN, FOR ANY NOTICE OF CHANGE/ADDENDA BEFORE SUBMITTING YOUR BID OR RFP PACKAGE*****

BY:

FOR

Kenneth Pinnock, Jr.
Deputy Executive Director
Director of Procurement, Contracts & Risk Management

Stephen Cea
Executive Director

REF# RFP 2025 #6

PUBLICATION: Thursday & Friday, March 20th, and 21st, 2025



REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

SECTION I: PROPOSAL INSTRUCTIONS

INTRODUCTION

The Jersey City Housing Authority (JCHA) in accordance with U.S. Department of Housing and Urban Development's (HUD) PIH 2019-23 Notice, as amended by PIH 2023-19 Notice, and HUD's Faircloth to RAD Guide Rev. 11/2023, invites proposals from developers of anticipated or planned low-income multifamily rental construction projects or developers or owners of existing low-income multifamily properties requiring rehabilitation, and interested in partnering with the JCHA to provide Rental Assistance Demonstration (RAD) subsidy, utilizing a portion of the JCHA's Faircloth Authority.

The JCHA is a New Jersey Corporate Body and Politic founded in 1937 through a Cooperative Agreement between Jersey City and HUD to provide quality affordable housing that is decent, safe, and sanitary to low-income families, the elderly, and disabled. The JCHA is New Jersey's second largest public housing authority, serving over 18,000 residents and responsible for the administration of approximately 7,100 housing units, including approximately 2,500 public housing units and over 4,600 Housing Choice Vouchers.

Our nation's severe shortage of affordable housing leaves far too many households paying more than 30% of their income to afford a place to call home. Every year, we lose affordable rental units to demolition, deterioration of aging properties, expiring affordability restrictions, and rent increases in local markets. HUD is committed to deploying all tools available to not only improve the quality of existing affordable housing, but also build new affordable homes.

To further this goal, HUD has developed an innovative new development method for Public Housing Authorities (PHAs) to leverage their existing Public Housing "Faircloth Authority" to create new federally assisted housing by combining the mixed-finance development process with the Rental Assistance Demonstration (RAD). "Faircloth-to-RAD" development helps PHAs and their partners more easily finance the development of new deeply affordable units.

Section 9(g)(3) of the United States Housing Act of 1937 sets a limit on the number of Public Housing units for which a Public Housing Authority (PHA) may receive Capital



REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

Funds and Operating Funds. Specifically, the amendment prohibits HUD from funding the construction or operation of new public housing with Capital or Operating Funds if the units would exceed the number of units the PHA owned, assisted, or operated as of October 1, 1999 (“Faircloth Authority”).

Faircloth-to-RAD helps PHAs address financing needs. In a Faircloth-to-RAD development, PHAs develop Public Housing units using HUD's Public Housing mixed-finance program with pre-approval to convert the property to a long-term Section 8 contract via RAD following acquisition or rehabilitation/construction.

Currently, the JCHA has approximately 200 units available in its Faircloth Authority. As a result, the JCHA is requesting proposals from qualified developers and owners to issue not more than 700 RAD vouchers for suitable projects in the City of Jersey City.

The process by which PHAs develop additional Public Housing units using its Faircloth Authority with conditional pre-approval to convert these units to a long-term Section 8 contract through RAD following completion of construction, rehabilitation, or acquisition is described at [24 CFR Part 905, Subpart F](#).

Preference for selection of units will be based as follows:

Preference : (1) The units must be located in Jersey City and (2) within a neighborhood that offers access to economic opportunities, public transportation, social recreational, educational, commercial, and health facilities and services and (3) within a census tract or defined neighborhood where the aggregate poverty rate is below 20%, and (4) within a census tract or defined neighborhood where the percentage of residents who are racial or ethnic minorities is less than 20 percentage points higher than the percentage of minority residents in the Jersey City MSA as a whole.

Proposals under this RFP must include all of the elements described in all Sections and must comply with HUD regulations pursuant to 24 CFR §905 and §983, Project-Based Voucher (PBV) Program. It is recommended that property owners read the entire RFP

REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

and before proceeding to draft any of the required elements of the proposal to be submitted.

The property owner must provide a one or two-page letter of introduction briefly describing their apartment rental business, development company or firm. Each property owner must state the date the business/firm/agency was established and years of residential rental management experience. The letter must specifically identify the members of the business/firm/agency who would be assigned to manage the PBV units and identify the contact person to the JCHA if the property owner is awarded the contract. If a property owner wishes to apply for RAD assistance for more than one development/building, **a separate proposal must be submitted for each development/building.**

The letter must include a statement indicating that if the property owner is selected by the JCHA, the property owner anticipates entering into an Agreement to Execute a Housing Assistance Payment (HAP) Contract, for newly constructed or rehabilitated housing.

The JCHA reserves the right to: reject any or all proposals; waive any informality in the RFP process; terminate the process at any time if deemed by the JCHA to be in the best interest of the JCHA; and to determine the number of RAD units awarded, if any, to individual units or developments/buildings at the JCHA's discretion. If HUD regulations should change, the JCHA reserves the right to re-negotiate and amend the Agreement or the HAP Contract to reflect those changes.

Proposals submitted shall not be withdrawn for a period of sixty (60) days subsequent to the deadline for receiving proposals without the written consent of the JCHA.

All proposals must include the following elements:

1. STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

- a) The proposal shall State the property owner's residential rental market experience which offers evidence of qualifications to manage and maintain PBV units as described in Section II of this RFP, "Scope of Services." Identify the type of housing proposed for the PBV units (existing, new construction or rehabilitated). Provide the number and

REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

bedroom sizes of the units proposed for each housing type as well as a detailed description of the amenities offered, utilities provided, the rent requested, and the location of the units. Give specific examples of other PBV units managed by the property owner and/or the property owner's experience with the Housing Choice Voucher (Section 8) Program. The proposal must include a current list of professional references with contact information.

(Note: The JCHA will perform reference checks as part of the evaluation process and shall presume that the property owner has no objection to the JCHA contacting listed references to review the property owner's management and maintenance capacity, quality of work, compliance with requested scope of service, and client/resident satisfaction.)

- b) The proposal shall identify the members of the business/firm/agency who will be responsible for the development/rehabilitation, management and maintenance of the PBV units. In the description of the property owner's **EXPERIENCE**, be sure that it is very clear to what extent the members responsible for the PBV units are involved in the referenced experience and their knowledge/familiarity with the Housing Choice Voucher (Section 8) Program. *(Note: for proposal evaluation purposes, the experience of the members of the business/firm to be assigned responsibility for the PBV units will be given equal or greater weight than the experience of "the business/firm" as an entity.)*

The JCHA is only interested in qualifications, experience, track records and technical competence, which are **DIRECTLY RELATED** to the Scope of Services for this commission.

c) Conflict Check

In order to assist the JCHA in performing a conflict check, each property owner is asked to review its client/tenants list as part of the business/firm/agency's response to this RFP. Include a statement that either confirms that there are no conflicts or provide the JCHA with the names of the property owner's clients/tenants who might potentially or perceptually pose a conflict of interest in connection with the prospective PBV units under the JCHA's Housing Choice Voucher (Section 8) Program. Proposals that fail to provide a response may be removed from further review and consideration.

REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

In the event that a conflict-of-interest issue related to the JCHA, either directly or indirectly, arises during the tenure of the Agreement to Execute a HAP Contract or the HAP contract, the property owner must notify the JCHA immediately in writing. Discovery of an undisclosed/existing conflict of interest shall be grounds for contract termination.

1. STATEMENT OF PROFESSIONAL EXPERIENCE AND QUALIFICATIONS

d) Employment of Former Employees, etc.

In order for the JCHA to comply with its Ethics Policy, which states that:

“The JCHA shall not, for a period of one year subsequent to the termination of office of a member of the JCHA: a) award any contract which is not publicly bid to a former member of the JCHA; b) allow a former member of the JCHA to represent, appear for, or negotiate on behalf of any other party before the JCHA; or c) employ for compensation, except pursuant to open competitive examination in accordance with Title 11a of the New Jersey statutes and the rules and regulations promulgated pursuant thereto, any former member of the JCHA.”

Thus, the property owner must furnish, as a part of its response to this RFP, the names of any former employees, and/or Commissioners of the JCHA who may be employed by the property owner and/or will participate in any way in the development/rehabilitation, management and maintenance of the PBV units.

2. DOCUMENT REQUIREMENTS

Provide all formal documents, certifications, etc. specified in SECTION IV of this RFP.

3. ADDITIONAL ELEMENTS

It is the sole responsibility of the property owner to provide all information requested and meet all requirements of this RFP. If any of the required information is not provided or requirements not met, the JCHA may, at its sole discretion, remove the proposal from any further consideration. All information must be clear, concise and complete.

For existing units and in accordance with HUD regulations, the JCHA is required to conduct a mandatory inspection of the prospective PBV units prior to the proposal selection to determine if the units substantially comply with Housing Quality Standards (HQS). Property



REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

owners will be sent a written notification at least one (1) week prior to the scheduled inspection.

4. SUBMITTAL REQUIREMENTS

Property owners must submit one (1) original and five (5) copies of their proposal for each development/building in a SEALED ENVELOPE LABELED “RFP: FAIRCLOTH TO RAD PROGRAM” and received by the JCHA, c/o Kenneth Pinnock, Jr., Purchasing Agent, 400 U.S. Highway # 1, (Marion Gardens), Jersey City, New Jersey, 07306, by or before **WEDNESDAY, APRIL 16, 2025 @ 11:00 A.M.**, using one of the following submission procedures: Hand-Carried / Mailed / Overnight/Express Mail Delivery. Proposals received after this date and time for any reason shall not be considered and will be returned to the sender.

If your business/firm/agency has any questions about the general procurement process or related to the Scope of Services for this RFP, please direct them to Kenneth Pinnock, Jr., JCHA Purchasing Agent, in writing via email purchasing@jcha.us by **April 2, 2025 @10 A.M.**

REQUEST FOR PROPOSALS (RFP)
FAIRCLOTH TO RAD

SECTION II: SCOPE OF SERVICES

PROJECT-BASED VOUCHER (PBV) PROGRAM REQUIREMENTS

1. General Requirements:

The PBV Program requires compliance with all Equal Opportunity requirements under federal law and regulation, including those listed at 24 Code of Federal Regulations (CFR) 5.105(a) and must also comply with the JCHA's Agency Plan Civil Rights and Affirmatively Furthering Fair Housing certification submitted in accordance with 24 CFR 903.7(o). The JCHA must ensure that the percentage of accessible dwelling units complies with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR part 8, subpart C.

Under 24 CFR 983.57, the site selected for PBV assistance under this RFP must be consistent with the goal of de-concentrating poverty and expanding housing and economic opportunities consistent with 24 CFR part 903 and the JCHA's Agency and Administrative Plans. The JCHA is seeking proposals that create socially and economically mixed income communities.

1. General Requirements (Continued):

In addition, activities under the PBV Program are subject to the HUD environmental regulations in 24 CFR parts 50 and 58, and an environmental review must be performed by a unit of a general local government, a county or a state. The JCHA may not enter into an Agreement or Housing Assistance Payment (HAP) Contract and the owner may not begin any activities until either an environmental review has been completed and HUD approved, or the property has been determined to be exempt from this requirement. Owners are advised to refer to 24 CFR 58.34 and 58.35 for any exclusions to the environmental review requirement.

In accordance with 24 CFR 983.101, all units under the PBV Program must pass Housing Quality Standards (HQS) inspections per HUD regulation and JCHA Housing Choice Voucher (Section 8) Program rules. For existing units, the JCHA must examine the proposed site before the proposal selection date and inspect the proposed units to determine if they substantially comply with HQS. The JCHA may not execute a HAP Contract until the units pass the HQS inspection. For new construction and rehabilitated units, the owner will enter into an Agreement to Execute a HAP

REQUEST FOR PROPOSALS (RFP) **FAIRCLOTH TO RAD**

Contract and those units will be inspected to ensure compliance with HQS requirements when the construction/rehabilitation has been completed.

Owners are advised to refer to all Sections of the RFP for additional requirements.

2. Ineligible Properties/Unit Types:

Prior to selecting a proposal, the JCHA must ensure that the property owner's proposed PBV units comply with HUD regulations, including the determination that the units are eligible for PBV assistance. In accordance with 24 CFR 983.53, the JCHA may **NOT** provide PBV assistance for the following unit types:

- shared housing
- units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution
- nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care or intermediate care
- units owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution
- manufactured homes
- cooperative housing
- transitional housing
- high-rise elevator buildings for families with children unless there is no practical alternative and with HUD approval
- owner-occupied units
- units occupied by an ineligible family
- other subsidized housing units
- units rented to family members, including a parent, child, grandparent, grandchild, sister, or brother

3. Eligible Properties/Unit Types:

In accordance with 24 CFR 983.5(2), units in existing housing, in newly constructed, or rehabilitated housing are eligible under the PBV Program. Existing units must substantially comply with HQS requirements at the time of notice of JCHA's selection. Additional requirements for units in newly constructed or rehabilitated housing are provided below.



REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

4. Newly Constructed or Rehabilitated¹ Units:

The property owner must complete form HUD-52531-A, "Part I of the Agreement to Enter into Housing Assistance Payments Contract" and form HUD-52531-B, "Part II of the Agreement to Enter into Housing Assistance Payments Contract," (attached). In the Agreement, the property owner agrees to comply with the HQS requirements and the JCHA agrees to enter a HAP Contract for the PBV units with the owner contingent on the timely completion of the units as per the terms of the Agreement.

The JCHA may not enter into the Agreement with the property owner until a "subsidy layering review" of the proposed development is completed in accordance with 24 CFR 983.55. The subsidy layering review is intended to ensure that excessive public assistance from other federal, state, or local agencies does not exist. The review is conducted by HUD or a HUD-approved entity. In addition, environmental approval must be received (as described on page one of this Section) prior to entering into the Agreement.

If the property owner has signed the Agreement (HUD-52531-A & B), for the development of nine (9) or more contract units, then the property owner and the contractors/sub-contractors must pay the prevailing Davis-Bacon wages to laborers and mechanics employed in the development of the housing. Compliance with Department of Labor regulations cited in 29 CFR part 5, with Section 3 of the Housing and Urban Development Act of 1968, with 24 CFR part 135, 24 CFR 983.154 and with any other applicable federal and local labor laws and regulations, as well as with JCHA Policy regarding Section 3 hiring is required (see attached).

Upon completion of the newly constructed or rehabilitated units, the JCHA must inspect to ensure that the work was done in accordance with the Agreement, with HQS requirements and with JCHA requirements. When the JCHA is satisfied that all requirements have been met, the JCHA will execute a HAP Contract with the property owner (attached). The HAP Contract will provide rental subsidy for eligible families directly to the owner or designated management agent via direct deposit payments to the appropriate bank account.

¹ For the purpose of this RFP, a unit is considered rehabilitated if an amount equal to or greater than \$3,000 was expended on repairs and modernization.



REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

5. Term of HAP Contract:

The initial contract period will be for a maximum term of twenty (20) years.

At the JCHA's sole discretion, the JCHA may amend the HAP Contract to permit the substitution of a different unit with the same number of bedrooms in the same building for a previously covered contract unit.

6. Occupancy:

Current residents of the proposed property may not be displaced solely to make units available for eligible residents. The JCHA must ensure that "in-place families" residing in existing units and units to be rehabilitated are eligible to participate in the PBV Program. The property owner must provide a current tenant listing of all household members and household income for eligibility purposes. An eligible "in-place family," as of the proposal selection date, may not be displaced. Eligible "in-place families" will be placed on the JCHA's Housing Choice Voucher (Section 8) Program waiting list and given an absolute preference for an appropriately sized PBV unit, pending successful limited screening by the JCHA which includes ensuring that no criminal activity or other serious violation of 24 CFR 982.552, 553 and JCHA admissions policies exists (see attached Income Limits used to determine income eligibility).

Vacant units on the HAP contract effective date and thereafter are to be filled through referrals to the owner from JCHA's waiting list. When informed by the owner of a vacancy, JCHA will refer 3 interested applicants for the owner's consideration. The owner is expected to perform standard tenant screening but may not reject applicant without reason. The owner is prohibited from any discriminatory selection practices.

If the owner has not been able to rent a vacant unit within 30 days despite the owner's best effort, the owner may send an eligible applicant not referred by JCHA to JCHA for eligibility determination.

REQUEST FOR PROPOSALS (RFP)
FAIRCLOTH TO RAD

7. Vacancies:

When an assisted family moves out following execution of the HAP contract the property owner may keep the HAP payment for the remainder of the calendar month in which the family moved out of the contract unit unless the JCHA determines that the vacancy is the property owner's fault (i.e., a failed HQS inspection or emergency situation, etc.). The property owner is expected to prepare the unit for occupancy and lease it as described above, but may be eligible for a vacancy payment for a period up to sixty days if the unit cannot be rented despite full faith efforts by the owner. The property owner must provide a written certification that the family vacated the unit at the move-out date through no fault of the property owner and submit a request for vacancy payment using approved HUD forms (see attached). The request for vacancy payment must be accompanied by documentation that substantiates the amount of the requested payment. The JCHA may not provide a HAP payment for a vacancy in excess of 60 days following the move-out month.

8. Lease:

The Head of Household and co-Head, if applicable, must have the legal capacity to enter into a lease under NJ State Law. The tenant and property owner must execute a written lease for the unit that is in compliance with State and local laws. The initial lease must be for a one-year period. It is recommended that a HUD-approved lease is utilized (see attached). JCHA approval of the lease is required.

A HUD-required "Tenancy Lease Addendum" MUST be utilized with all leases for PBV units (see attached). All provisions in the Tenancy Lease Addendum must be included in the lease and the terms of the Tenancy Lease Addendum shall prevail over other provisions of the lease. The property owner must immediately notify the JCHA of any proposed changes to the lease that involve responsibility for utilities and such changes may only be made with JCHA approval. Any other changes to the lease must be agreed to in writing and the JCHA must receive a copy of the changes. If a unit becomes overcrowded or under-occupied, or the family requires an accessible unit, the JCHA will offer the family continued assistance per 24 CFR 983.259.

REQUEST FOR PROPOSALS (RFP)
FAIRCLOTH TO RAD

8. Lease (continue):

Upon expiration of the lease, the property owner may renew lease, refuse to renew the lease for good cause or refuse to renew the lease without good cause in accordance with 24 CFR 983.257 and applicable State law. If the property owner refuses to renew the lease without good cause, the JCHA will provide the family with a tenant-based voucher and the unit will be removed from the PBV HAP Contract. The family may move with continued assistance after the first year of occupancy in the PBV unit and must provide advance 60-day written notice to the property owner. If the family terminates the assisted lease before the one year period, the opportunity for continued assistance is relinquished.

9. Rent:

RAD PBV rents will be determined in accordance with RAD rules. The JCHA reserves the right to utilize its reserves to increase rents at its complete discretion and on case-by-case basis.

SECTION III: PROPOSAL EVALUATION CRITERIA

The total maximum number of points possible is either 70 or 60, depending on type of unit. In accordance with 24 CFR 983.57 “Site Selection Standards,” 24 CFR 983.51 “Owner Proposal Selection Procedures,” and JCHA proposal criteria, the proposals will be evaluated as follows:

CRITERIA I: "EXPERIENCE, PAST PERFORMANCE AND QUALIFICATIONS"
(MAXIMUM SCORE: 30 POINTS)

- **Highest Ratings (20 - 30 Pts):** The professional experience described in the proposal demonstrates **extensive** ability, in quality and scale, as is required to perform the Scope of Services including having successful prior experience with the Housing Choice Voucher (Section 8) Program.
- **Middle Ratings (11 – 19 Pts):** The professional experience described in the proposal demonstrates **moderate** ability, in quality and scale, as is required to perform the Scope of Services described in this RFP including having past experience with the Housing Choice Voucher (Section 8) Program.
- **Lower Ratings (0 - 10 Pts):** The professional experience described in the proposal demonstrates **limited** ability, in quality and scale, as is required to perform the Scope of Services described in this RFP including having little or no experience with the Housing Choice Voucher (Section 8) Program.

Note: *References will be evaluated as part of the above referenced category and scored as excellent, good and fair (multiple references will be requested and averaged into one composite rating).*

Select property owners may be interviewed prior to completion of the evaluation process. If two or more property owners meet the Site Selection Standards and Criteria listed below, the property owner with professional experience which is most similar to the Scope of Work will receive higher scores.

REQUEST FOR PROPOSALS (RFP)
FAIRCLOTH TO RAD

CRITERIA II: "SITE SELECTION"

*(MAXIMUM SCORE: 40 POINTS FOR NEWLY CONSTRUCTED/REHABILITATED UNITS
AND 30 POINTS FOR EXISTING UNITS)*

Evaluation Criteria	Newly Constructed/Rehabilitated Units	Point Range
<i>Development/Funding:</i>	Number of units to be constructed; location of units; anticipated length of time to complete and completion date; sources and amounts of funding secured and proof of financial commitments; provide evidence of community support for project	0 - 10
<i>Site/Design:</i>	Identify the number of assisted units by type and unassisted units; provide site layout including neighborhood; suitability of site location regarding development in the area, availability of shopping, schools, transportation, location of units in areas of low poverty concentration, creation of units in mixed income developments, etc.	0 - 10
<i>Management:</i>	Description of amenities; supportive services to be offered; bedroom sizes and expected rents; provide management plan including staffing, screening, maintenance plan, resident orientation and security measures as well as tenancy policies.	0 - 20
<i>Possible Points</i>		<i>0 - 40</i>

Evaluation Criteria	Existing Units	Point Range
<i>Site/Design:</i>	Identify the number of assisted units by type and unassisted units; provide site layout including neighborhood; suitability of site location regarding development in the area, availability of shopping, schools, transportation, location of units in areas of low poverty concentration, creation of units in mixed income developments, etc.	0 - 10
<i>Management:</i>	Description of amenities; supportive services to be offered; bedroom sizes and expected rents; provide management plan including staffing, screening, maintenance plan, resident orientation and security measures as well as tenancy policies.	0 - 20
<i>Possible Points</i>		<i>0 - 30</i>



REQUEST FOR PROPOSALS (RFP) FAIRCLOTH TO RAD

SECTION IV: DOCUMENT REQUIREMENTS

All proposals for the proposed PBV units **must** include:

1. A copy of the Deed and/or other document showing ownership of the property subject to legal counsel, and proof of current insurance policy, up-to-date utility payments and tax statements, and a HUD/EPA form of disclosure of information on lead-based paint and/or lead-based paint hazards.
2. For existing properties, Certification of Registration of the property/building in accordance with state, local and municipal regulations and in accordance with the New Jersey Hotel and Multiple Dwelling Law N.J.S.A. 55: 13A-1 et seq.
3. If the record owner(s) of the premises is a partnership or corporation, provide attendant partnership or corporate identification and certifications, or affidavit stating the date partnership was established, including the names and addresses of corporate ownership/partners.
4. The name of the registered managing agent or individual representative who is authorized to accept Housing Assistance Payments on behalf of the record owner and a certified statement that neither the owner, agents or representatives are debarred, suspended or otherwise prohibited from professional practice by any Federal, State or local oversight, regulatory or law enforcement authority.
5. A certified statement that the owner or family member will not reside in a PBV assisted unit and a certified statement that any existing eligible "in-place family" will not be displaced by the owner's participation in the PBV Program. A copy of the Tenant Selection Policy, current Lease Agreement, and tenant listing identifying all household members, as well as all household income must be provided to determine eligibility.
6. Professional licenses, certifications relevant to the scope of services.
7. If not included in the PROFESSIONAL EXPERIENCE sections of the proposal, summary resume of the principal or members of the business/firm to be assigned to prospective JCHA work.



**REQUEST FOR PROPOSALS (RFP)
FAIRCLOTH TO RAD**

8. Statement of the owner’s financial projections to document the financial viability of the property sufficient to successfully execute this prospective JCHA agreement.
9. Owner certification that he/she will comply with all applicable Housing Choice Voucher (Section 8) Program regulations.
10. Statement that the owner/business/firm/agency will comply with all applicable equal opportunity, fair housing and civil rights requirements and non-discrimination statutes, executive orders, rules and regulations.
11. **A copy of the organization’s/firm’s “Business Registration Certificate” issued by the New Jersey Division of Revenue.**

CURRENT AND PRIOR LIST OF CLIENTS FORM

PLEASE PRINT (LEGISL.) OR TYPE

Name of Submitting Firm: _____

RFP for: _____

1

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address
())	())	
<i>(Brief Description of the Type of Work / Services Provided)</i>		
Contract Value	Date Service(s) Provided	
\$	From	To:

2

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address
())	())	
<i>(Brief Description of the Type of Work / Services Provided)</i>		
Contract Value	Date Service(s) Provided	
\$	From	To:

3

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address
())	())	
<i>(Brief Description of the Type of Work / Services Provided)</i>		
Contract Value	Date Service(s) Provided	
\$	From	To:

4

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address
())	())	
<i>(Brief Description of the Type of Work / Services Provided)</i>		
Contract Value	Date Service(s) Provided	
\$	From	To:

5

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address
())	())	
<i>(Brief Description of the Type of Work / Services Provided)</i>		
Contract Value	Date Service(s) Provided	
\$	From	To:

6

Firm / Agency Name:	Name	Title
Address		
Telephone No.	Fax No.	Email Address
())	())	
<i>(Brief Description of the Type of Work / Services Provided)</i>		
Contract Value	Date Service(s) Provided	
\$	From	To:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without maintenance*) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. 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/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of 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/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

recovered materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

STANDARD BID DOCUMENT REFERENCE

Name of Form	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Jersey City Housing Authority** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Jersey City Housing Authority** notify the **Jersey City Housing Authority** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Jersey City Housing Authority** and that the **Jersey City Housing Authority** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	