REQUEST FOR PROPOSAL
FOR

RAD Developer
RFP #26-004

Issued by the
Salem Housing Authority

Responses Due by:
Tuesday, December 15, 2026
11:30

SUMMARY

The Salem Housing Authority (SHA or Housing Authority) is seeking proposals from qualified Developer Partners to participate in our Rental Assistance Demonstration ("RAD") Program for its residential properties. The SHA has elected to participate in the RAD Program and has been issued Commitments to Housing Assistance Payments (CHAPs) for all 180 its residential public housing sites including one (1) seven (7) story building at 205 7th Street and its family sites, Anderson Drive and Westside Court (herein referred as "RAD Sites"). The Housing Authority wishes to have its RAD Sites renovated using bonds, tax-credits, FHA financing and/or other funding sources. The Housing Authority wishes to obtain comprehensive proposals that address conversion of all of its RAD sites. SHA reserves the right to select one respondent or make multiple awards based upon its needs and priorities. SHA also reserves the right to schedule, stage and stagger the RAD conversions in a manner that best meets the goals, needs and priorities of the Housing Authority.

We are seeking a developer(s) who can provide financial resources to assist with the development of these RAD Sites. SHA prefers to undergo a "comprehensive portfolio" RAD conversion, converting public housing to Section 8 project-based vouchers. The Developer Partner(s) will work with SHA staff, and its designee(s) through this process as it relates to financing strategies, RAD rules and regulations, completing the financing plan, pre-development and construction. To create the desired results will require comprehensive planning and leveraging resources and coordination of planning efforts for the selected sites. Through this process, SHA desires to create very strong communities that are both sustainable and diverse.

Interested and qualified vendors are invited to obtain a copy of the solicitation can be found on www.salemhousingauthority.org

One (1) copy plus one (1) copy on CD or USB flash drive.pdf format of the RFP response must be received no later than **11:30 a.m. on Tuesday, December 15, 2026** at the Office of the Salem Housing Authority, 205 7th Street, Salem, NJ 08079 titled **"RAD Developer RFP #26-004".**

During the period between the issuance of this solicitation and the proposed due date, no oral interpretation of the requirements will be given. Requests for interpretation (and other questions) must be made in writing by **Friday, December 4, 2026 noon** to **nwilliams@salemhousingauthority.org** with the Subject heading "RAD Developer RFP #26-004" Questions.

Following advertisement, the Housing Authority may wish to amend the contents of this solicitation. In such situations, the Housing Authority will issue an addendum to the solicitation setting forth the nature of the modification. All addenda will be posted on the Housing Authority's website at www.salemhousingauthority.org and distributed to the prospective respondents, if known, via email.

The Housing Authority reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so. No qualification shall be withdrawn for a period of sixty (60) days subsequent to the due date of the qualifications, without the consent of the Housing Authority.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action). This solicitation is subject to the requirements of NJSA 40A:11-1 et seq., 2 CFR 200 et seq., and 24 CFR 85.36.

PART 1 - GENERAL INFORMATION

1.1 Executive Summary

The Salem Housing Authority (SHA) is seeking a Developer Partner(s) to partner in the development of the RAD Sites. SHA provides affordable (low) income housing to people in the City of Salem, New Jersey. SHA is committed to providing quality, affordable housing in healthy neighborhoods through partnerships with our residents and other groups, fostering neighborhood development and opportunities for those we serve to achieve self-sufficiency. SHA receives funding through the U.S. Department of Housing and Urban Development Department (HUD) to administer the Housing Choice Voucher (formerly Section 8) and the Low-Income Public Housing (LIPH) Programs.

The SHA envisions that the selected developer partner(s) will be responsible for working with the SHA and any related entities created (SHA and its related entities, as used collectively herein, the "Housing Authority") in arranging the appropriate financing for all phases of development in conjunction with the development of the RAD Sites. The developer partner(s) will also be responsible for securing tax credits as well as other financing. The Housing Authority may select one or more than one developer partner(s) that will be responsible for partnering with the Housing Authority for the development of some or all of the RAD Sites. The Housing Authority, in its sole discretion, will determine the extent of the role the developer partner(s) will play in each component of the development, as it may differ based upon the conversion strategy for each site.

We are seeking a developer who can provide financial resources to assist with the development of these projects. SHA prefers to undergo a “comprehensive portfolio” RAD conversion, converting public Housing to Section 8 project-based vouchers. The Developer Partner will assist SHA through the planning process and advise SHA staff on financing strategies, RAD rules and regulations, and the application process. To create the desired results will require comprehensive planning and leveraging resources and coordination of planning efforts for the selected sites. Through this process, SHA desires to improve and preserve the current public housing portfolio.

1.2 Salem Housing Authority

Within our housing portfolio the Salem Housing Authority has 180 units of public housing and 30 Tenant Based Section 8 Vouchers. See attached Summary of Sites Unit Configurations.

1.3 Rules, Regulations, Insurance and Licensing Requirements

A. The Offeror shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services to be provided. The respondent(s) must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration’s “List of Parties Excluded from Federal Procurement and

Non-Procurement Programs" or HUD's Limited Denial of Participation List.

B. *The Public Works Contractor Registration Act:* N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's Bid shall possess a certificate **a*t the time the Bid is submitted*.** After Bids are received and prior to award of contract, the successful Bidder shall submit a copy of the Bidder's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state. The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds…"

- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. The form is available online at https://www.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html

C. HUD General Conditions for Construction Contracts – Public Housing Program HUD Form 5370. https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a

D. Davis-Bacon/HUD/New Jersey Prevailing Wage Determination – any and all persons employed on this job shall be subject to Davis-Bacon/HUD/New Jersey Prevailing Wages determination. The Contractor shall be required to provide weekly certified payrolls to the SHA upon any request for payment and all employees on the job shall be subject to random HUD-interviews to verify payment of prevailing wages. The Contractor shall ensure that this requirement is factored in as part of its proposal and no change orders will be accepted at a later date for failure to comply with this provision.

E.

F. **INSURANCE** – Contractor must possess and maintain the following insurance coverages:
   (1) 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;
   (2) Automobile Liability Insurance – must cover all owned, non-owned, and hired vehicles used in connection with the services, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage;
   (3) Comprehensive General Liability Insurance – must be in an amount not less than $1,000,000 per occurrence or $2,000,000 aggregate, with a deductible per claim not to exceed $10,000. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy;
   (4) 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 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

1.4 Contract Form and Issues

No contractual rights shall arise from the process of negotiation until such time as the Salem Housing Authority and the selected Developer Partner or Partners have signed an agreement. Work under the agreement shall commence immediately upon execution of such agreement. Parties further concur that the Salem Housing Authority must approve the agreement and both agree to work diligently to implement changes as required.

1.5 Contact with the Salem Housing Authority, Staff, Board of Commissioners, and Residents

During the solicitation process period and subsequent evaluation process, offerors shall not make any contact regarding this solicitation with the SHA staff, Board of Commissioners or residents other than those identified in the RFP.

1.6 Incurred Cost in Preparation of Proposals

The Developer Partner(s) shall be responsible for all costs in preparing a response to this RFP. All material and documents submitted by prospective developer partner(s) shall become property of the SHA and will not be returned. The developer partner(s) selected for further interviews and negotiations shall be responsible for all costs incurred during those processes.

1.7. MBE/WBE Utilization and Resident Employment Goals

The SHA is committed to achieving diversity in the award of contracts and in the purchase of goods and services throughout all aspects of the development initiatives. The SHA provides minorities and women equal opportunity to participate in all aspects of SHA contracting and purchasing programs, including but not limited to participation in procurement contracts for commodities and services as well as for contracts relating to construction, repair work, and/or leasing activities.

SHA also prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing

programs so as to prevent such discrimination.

The SHA in cooperation with other local, state, and federal agencies, and with the assistance of minority groups and agencies, will actively seek and identify qualified minority and women business enterprises and offer them the opportunity to participate as providers of goods and services.

Even though the SHA has not established any specific goals for MBE/WBE utilization, it is expected that Offerors will submit, as a part of their response to this RFP, their goals for this particular project.

PART II - PROJECT INFORMATION

2.1 General Overview

A. Oral Communications: Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

B. Delivery Requirement: Each Respondent shall assume the risk of the method of dispatching any communication or proposal to SHA. SHA assumes no responsibility for delays, delivery or system failures resulting from the dispatch.

C. Reservation of Rights: SHA reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.

D. Amendments: Only SHA's official responses and other official communications pursuant to this RFP shall constitute an amendment to this RFP.

E. Only SHA's official, written responses and communications shall be considered binding with regard to this RFP. SHA reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, posting on SHA's website or other electronic means).

F. Modification of Solicitation: SHA reserves the right to increase, reduce, add, or delete any item, service or activity to this solicitation as deemed necessary where it is consistent with SHA's goals, policies or strategies to do so.

G. Modification of Contract: SHA reserves the right to increase or delete any scheduled items, goods, services or activities, and/or increase or reduce the quantity of any scheduled item, goods, service or activity as deemed necessary, to award portions of this RFP, to waive minor informalities and technicalities, and to make awards consistent with SHA's policies, and the applicable laws governing HUD or other federally regulated programs.

H. Contractor Status: Contractor will be an independent Contractor, and not an employee of SHA.

I. Funding Limitations: SHA shall not be bound to any contract if funding has been disallowed by HUD or any other funding source.

J. Government Restrictions: In the event any governmental restrictions may be imposed, which

would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent(s) to immediately notify SHA in writing specifying the regulation which requires an alteration. SHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to SHA.

K. Section 3 - The successful Respondent(s) shall comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U, and the regulations issued pursuant thereto, as set forth in 24 C.F.R. Part 135, and all applicable rules, directives and orders issued by HUD. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low-income persons residing in the metropolitan area, and subcontracts in connection with such contracts be awarded to Section 3 covered business concerns.

L. Due Diligence: All procurement transactions shall be conducted only with responsible Contractors, that is, those Contractors who have the technical and financial competence to perform and who have a satisfactory record of integrity and performance. Where warranted and before awarding a contract, SHA shall review the proposed Contractor's ability to perform the contract successfully, considering factors such as the Contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Contractor), and financial and technical resources (an extensive financial review is normally conducted on all non-bonded procurement transactions over $100,000 in total contract value).

Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. SHA shall not contract with firms and/or individuals listed on List of Parties Excluded from Federal Procurement and Non-procurement Programs. If a prospective Contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Contractor shall be advised of the reasons for the determination.

2.2 General Scope of Services

The selected developer partner(s) will be required to propose RAD conversion strategies for each property they are proposing to redevelop. The strategies shall provide supporting documentation and information in sufficient detail to justify both the RAD financing strategy as well as ensuring that the improved developments reflect a commitment to excellence.

The SHA also expects for the developer partner(s) to assist in the formulation of a viable relocation plan, consistent with Uniform Relocation Act guidelines, for public housing residents, if appropriate. Secondly, the developer partner(s) shall develop a financing plan and package specific to financing sources for the development projects. Third, the developer partner(s) shall be responsible for assisting the Housing Authority in the implementation and development of each development site.

2.3 Preferred Concept(s)

The Salem Housing Authority prefers to consider all management options proposed. However, in recognition of the investor's contribution and risk, there may be an initial period in which the investor or its designee may prefer to co-manage the properties. At a mutually agreed upon and appropriate

time, the Salem Housing Authority or its designated affiliate does desire to determine the appropriate management entity for the properties.

2.4 Development Strategy

In undertaking this initiative, the Housing Authority's fundamental goal remains that of providing incentives for private investment in the surrounding area. The Housing Authority is seeking a developer partner(s) that can provide creative and innovative ways of financing, rehabilitating and potentially managing the properties in carrying out the mission of providing affordable housing in a strong housing environment.

The Development Strategy must address the following:

A. Integrating Section 8 and/or low-income housing tax credit rental units with the surrounding neighborhoods.

B. Better integrating our portfolio within the fabric of the surrounding neighborhood.

C. Creating high quality housing that will be attractive, energy-efficient, and will have long-term viability without extraordinary capital improvement resources.

D. Identifying new forms of ownership, management, financing, resident selection, and service delivery that will assist the Salem Housing Authority in carrying out its mission of providing high quality living environments for our tenants.

E. Leveraging funds to the maximum extent feasible by aggressively pursuing both the public (state, local, and federal) and private (foundations, conventional, equity, and debt, etc.) sources of funding.

F. Ownership Structure: The Developer Partner(s) and the Housing Authority will develop an ownership structure that complies with all Federal regulatory requirements. The structure will identify and define the role of each entity involved. It is the intent of the Housing Authority to negotiate a development agreement(s) with its developer partner or partners. The Housing Authority reserves the right, in its sole discretion, to serve — through a related Housing Authority- controlled entity — to serve as co-general partner or owner entity an interest of the general partner of each ownership entity; provided, however, all ownership structures must be approved by HUD. The Housing Authority will favorably review creative proposals that mitigate risk to the Housing Authority and provide significant fees to the Housing Authority for each phase of the development.

The development of these sites may require a more complex ownership structure. Where possible, SHA may desire to retain ownership of land and place the land into the development through a long-term ground lease.

2.5 Role of the Salem Housing Authority

The Housing Authority will play the following roles in the planned conversion of the RAD Sites:

A. Housing Authority Role as Co-Developer and Receipt of Fees
The Housing Authority expects to play a significant role in each phase of the conversion and may, in its sole discretion, elect to serve through a related entity as a co-general partner of each phase owner entity. The Housing Authority expects to receive an appropriate portion of the developer fee and cash flow for each phase and will view proposals that structure and budget such fees most favorably for the Housing Authority. The Housing Authority will favorably review creative proposals that structure either ground lease payments or other fees in addition to the Housing Authority's receipt of a portion of the developer fee and cash flow. However, the Housing Authority shall not provide guaranties or indemnify any third parties and the developer partner(s) will be responsible for all such guaranties and indemnifications.

B. Deal Structure for RAD Sites
The Developer Partner(s) will be responsible for providing comprehensive development services with respect to the physical improvements on the RAD Sites. The Housing Authority will utilize a land lease agreement with each owner entity. As landowner and asset manager, the Housing Authority or its development entity will be concerned about preserving long term asset value through attentive property management, and ensuring compliance with applicable HUD and Housing Authority management requirements. The exact terms and relationships for property management are to be negotiated with the development entity. However, it will be the intent of the Housing Authority to negotiate a specific management initiative that will ensure that certain levels of quality and benchmarks are maintained throughout the duration of any agreement.

C. Relocation/Demolition
The Housing Authority will work with its selected Developer Partner(s) to ensure all relocation and construction activities are consistent with all federal, state and local requirements. Additionally, the selected Developer Partner(s) will work with the Housing Authority to monitor and track all relocation, demolition construction and development activities to ensure all activities are implemented according to an agreed upon timeframe.

D. Cooperate with Developer to Obtain Low Income Housing Tax Credits
In the event that tax credits are required, the Housing Authority will partner with the Developer Partner or Partners to obtain Low Income Housing Tax Credits ("LIHTC"). The Developer Partner(s) will be responsible for preparing the LIHTC application for review, comment and approval of the Salem Housing Authority. After receipt of the Housing Authority's approval of an LIHTC application, the Developer Partner(s) shall be responsible for making timely application for tax credits to develop each tax credit phase of the conversion or development. The Developer Partner(s) may suggest an alternative financing structure when appropriate.

E. Provide Housing Assistance Payments
Subject to funding availability and HUD requirements, the Housing Authority will make housing assistance payments toward the cost of operating the rental units in accordance with

the RAD Program. The terms of the housing assistance payments will be contained in a Housing Assistance Payment ("HAP") contract that will be negotiated between Salem Housing Authority and the owner entities for each phase of the conversion or development.

F. Asset Manager
The Housing Authority will continue to have asset management responsibilities related to the units under the HAP contract. As part of its asset management responsibilities, The Housing Authority will monitor and enforce the terms of its Ground Lease and the HAP contract with the owner entities for each phase of the conversion or development.

G. Option/Right of First Refusal
The Housing Authority shall have a right of first refusal to acquire the property at the minimum price permitted under the Internal Revenue Code (i.e. existing debt plus exit taxes).

H. Legal Counsel
The Salem Housing Authority will retain Legal Counsel for the revitalization efforts for its sole use as a project expense. The developer partner(s) has the responsibility of providing its own legal services.

2.6 Role of Developer Partner(s)

The Developer Partner(s) shall be a partner in the effort to revitalize the conversion. The Developer Partner(s) will be responsible for:

A. Preparing and submitting complete RAD and tax credit application(s) and other documents to HUD and other appropriate agencies in a timely manner.

B. Assist in securing financing in anticipation of one or more RAD applications or development projects. Also, reviewing and providing guidance of all documents pertaining to temporary and permanent financing, loans, collateralization and other financial strategies necessary for RAD or otherwise relating tothe conversion/repositioning of SHA's inventory.

C. Complying with all representations, terms, conditions, and requirements set forth in the Housing Authority's RAD application, except for changes approved by the Housing Authority and HUD (if and as applicable);

D. Complying with allrequirements related to the HUD Rental Assistance Demonstration program, including but not limited to those set forth in HUD PIH 2012-32 (RAD's Final Implementation Notice) and any subsequent follow up notices from HUD;

E. Work closely with SHA's legal counsel and staff regarding matters of financing structuring as it relates to IRS Code Section 42, IRS Technical Advice Memoranda (TAMs), other relevant Code Section and other applicable federal, state and local regulations;

F. The selected Developer Partner(s) will be responsible for market analysis and appraisals to develop and obtain financing for any development phase of the conversion.

G. If required, preparing applications to obtain tax credits and bond application allocations from the New Jersey Housing Mortgage Finance Agency (NJHMFA) in accordance with the qualified allocation plan. The Developer will also be responsible for soliciting, following approval of the solicitation process by SHA, at least two tax credit syndicators to bid on the tax credits received for each LIHTC phase of the conversion or development. The Developer shall be responsible to incorporate all agreed to terms into any solicitation of tax credit syndicators and any subsequent Letters of Interest. The Developer shall provide the Housing Authority with the opportunity to review all syndication proposals and the Housing Authority shall have the right to approve the selection of each syndicator. Additionally, throughout the development process the Developer shall share all syndicator financial projections promptly upon request by the Housing Authority.

H. Developing design and construction documents; obtaining Housing Authority approval, obtaining NJHMFA approval on low-income tax credit units, if applicable, and obtaining the City of Salem approvals and permits. If the Housing Authority elects, in its sole discretion, to pursue bond financing, working with the Salem Housing Authority on submission of application and approval for bonds.

I. Determining realistic public and private financing sources, use, schedule, and availability, assembling financing packages, preparing necessary financing applications, and providing all necessary financial guarantees and assurances.

J. Coordinating all development activities, including reporting and budget requirements, with the Housing Authority.

K. Developing and implementing a Section 3 Employment/Training Program.

L. The Housing Authority will rely upon the Developer to finance predevelopment activities but may in its sole discretion, provide other financial sources. The Housing Authority will look more favorably upon proposals where the Developer is responsible for all predevelopment costs.

M. Developing an approved conversion and rehabilitation strategy for SHA sites. All development plans shall be approved by the Housing Authority.

N. Identification of various options concerning the following:

1. Feasible financial resources needed and available to implement the plan.

2. The plan must address financing in satisfaction of due diligence and the underwriting requirements of conventional lenders, the U. S. Department of Housing and Urban Development (HUD), and the Salem Housing Authority.

O. The Salem Housing Authority envisions that there may be multiple sources of funding, which may include the following:

1. NJHMFA Low-Income Housing Tax Credits
2. Bond Financing

3. Local Contributions
4. FHA Financing
5. HOME Funds
6. Other Funding Sources

2.6.1 Sources of additional funding may be sought through economic development grants, etc. The Developer Partner(s) shall be responsible for working with the SHA to:

A. Oversee construction and ensure completion in a timely and effective manner. Ensure all required occupancy permits and other necessary approvals are obtained after construction completion to permit occupancy and operation of the development.

B. Implement management policies and other lease-up activities. Provide day-to-day management and maintenance, if required.

C. Coordinate, conduct, and document all meetings with any and all public housing residents and resident associations, city agencies, officials, HUD, Housing Authority staff; businesses in the area, and any other.

D. Identify and secure appropriate detailed financial information to support the revitalization and any supportive service initiatives identified.

E. The selected Developer Partner(s) shall provide written monthly status reports as well as written and verbal presentations to the Housing Authority. Compliance with the MBE/WBE hiring/training of low-income residents (Section 3) and/or resident-owned businesses must be a part of the monthly status report.

F. Provide development, operating, and tax credit recapture guarantees, as required by Lenders/Equity Providers. Provide a performance and completion guaranty to the Housing Authority.

G. In the event that tax credits are utilized, secure an option/right of first refusal for the Housing Authority with each LIHTC investor and minimize investor exit taxes due when the Housing Authority exercises its option or right of first refusal.

PART III - PROCUREMENT PROCESS

3.1 Directions for Submission

One (1) copy plus one (1) copy on CD or USB flash drive.pdf format of the RFP response must be received no later than **11:30 a.m. on Tuesday, December 15, 2026** at the Office of the Salem Housing Authority, 205 7th Street, Salem, NJ 08079 titled **"RAD Developer RFP #26-004".**

3.1 Qualification Criteria Development Team

The Developer Partner(s) for this project must be capable of handling the development and ongoing oversight of the conversion plan. The selection committee will evaluate the following:

A. Previous experience developing and managing affordable housing, including both public housing and low-income tax credit housing.

B. Previous experience providing development and financial advisory services to Public Housing Authorities.

C. Experience in successful project management and completion of affordable redevelopment under HUD programs.

D. Previous experience and success in securing financing for affordable housing, particularly Low-Income Housing Tax Credits and Tax-Exempt Bond Financing.

E. Financial capability to complete the project.

The Developer Partner(s) should be experienced in financing, managing, and rehabilitating multifamily rental housing, and may include design, construction, legal, and financing professionals as well as licensed general contractor with demonstrated financial capability.

3.2 Qualification Response and Technical Response Requirements

The Developer Partner(s) shall be required to submit the following information in detailed narrative and/or detailed diagrammatic presentation:

A. Team Participants and their Specific Roles

All entities that compromise the team shall be identified, indicating their specialization(s) and specific contribution to the team. Respondents are encouraged to include specialists for all components of the program including design, construction, legal, financing professionals, as well as expertise in integrating community and supportive services. The Project Manager shall be clearly identified. Ultimately, the identified Project Manager shall be held responsible for the performance of all members of the Development team. If the team members are unrelated parties, the managing party (Project Manager) should enter into individual agreements with each member to assure performance. Any M/WBE team members shall be so identified.

B. Personnel and Table of Organization

Respondents shall submit an organizational chart showing all of the individuals that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. Also, resumes of the key individuals shall be included with a detailed description of the responsibilities that they will be required to perform. Additionally, with

respect to the Project Manager and lead individuals in each discipline, describe the degree to which such individuals and firms can dedicate their professional time to this initiative.

C. Financial Statements

Respondents shall provide a current financial statement of the development entity, prepared by a Certified Public Accountant along with the most recent audit of such firm. The statement shall show assets, liabilities, and net worth of the entity. These statements shall demonstrate the financial capacity of the Developer Partner(s), or entity what would most likely be responsible for executing all applicable guarantees.

Include a statement disclosing and describing any instance of non-compliance or default in any public housing transaction, including mixed finance or HOPE IV transaction, by the proposer, its affiliates or assigns.

D. Financing Plan

The respondents shall include a comprehensive discussion of proposed financing plans for any and all sites for which you wish to be a development partner. This narrative shall include the development team's reaction to the financing options included in the RFP and include any suggested alternate or additional source of funding. The respondent shall also indicate if the development entity plans to make any cash investment in the project and shall address its perspective on the priorities of the SHA as set forth in this RFP.

E. References

Three to five (3 - 5) references shall be submitted. References that are relevant to the scope of work as anticipated in this solicitation are desirable.

F. Development Capacity

Respondents shall indicate their ability to devote significant team resources to the project. Respondents shall also describe the general approach they will take towards each site they wish to partner. This shall consist of a description of the extent of renovations anticipated, the length of time it will take to complete the renovations and an estimation of the costs to renovate.

G. MWBE/Section 3 Goals

The response shall include a discussion of the approach and methods the development team would utilize to encourage MWBE and Section 3 participation in the project. Demonstrated performance by team members successfully implementing programs to maximize minority utilization in other projects will be viewed favorably by the selection committee.

3.3 Certifications and Assurances

This solicitation as a general requirement specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, and state and local codes, regulations, ordinances and statues. It is the Salem Housing Authority's full expectation, and it will be a contractual requirement that the successful respondent fully and routinely meet these requirements.

Provide all required certifications on forms included as Attachments of this solicitation.

- Representations, Certifications & Other Statements (Form HUD 5369-A)
- Instructions to Bidders for Contracts (Form HUD 5369-C)
- Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusive Affidavit
- Statement of Corporate Ownership
- Affirmative Action Compliance Notice

3.4 Organization of Proposals

The instructions below provide further guidance on the preparation of proposals. Their purpose is to establish the requirements; order and format of proposals so that proposals are complete, contain all essential information and can be evaluated easily.

Assemble your submission in the order described below:

A. Letter of Interest

Each proposal shall be accompanied by a letter of interest listing the development team members and identifying the primary contact person. The letter should summarize briefly the team's qualifications and past experience relevant to the proposed project.

B. Team Experience and Qualifications

1. Organizational Chart

Respondents shall submit an organizational chart showing all of the individuals/firms that will be assigned to this development effort. This chart should reflect the hierarchy and lines of communication. Provide a narrative on the composition of the development team, including developer partner(s), architect, engineer, developer attorney, general contractor, financial advisor (if applicable), property Management Company, and the anticipated relationships of these team members. Also, in accordance with the stated preferences of the Housing Authority in this RFP, please clearly identify how you propose to involve the Housing Authority as a co-developer and in the ownership structure.

2. Profile of the Developer Partner(s)

Provide an overview of Developer Partner(s)' experience in rehabilitating housing similar to what is proposed. Identify all affordable, public housing, Section 8 Project Based and LIHTC efforts the development entity has been involved in. Provide profiles on the key staff, including the Project Manager that is anticipated to be involved in the Revitalization effort. This information shall specify key roles and previous experience with large housing development and Revitalization efforts.

Attach resumes of all key personnel of the development entity. Attach financial statements from developer partner(s) and the individual designated as Project Manager. Attach references as described in Section 3. 3.

3. Profile of Development Team Members

For each team member not directly employed by the development entity, provide an overview of their experiences in contributing to affordable housing conversion or development in a role as anticipated in your response to this solicitation. Include the resumes of all such team members.

4. List and Summarize Recent Relevant Development Experience

5. Example of at least two (2) Recent Relevant Financing Models for Development Deals

6. Application Development Schedules –

Respondents shall describe the general approach they will take towards each site they wish to partner on redeveloping. This shall consist of a description of the extent of renovations anticipated, the length of time it will take to complete the renovations and an estimation of the costs to renovate.

C. MWBE/Section 3 Goals

To the greatest extent feasible, Development Partner(s) to provide opportunities for training and/or employment for lower income residents of the project area, and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project, as set forth in 24 CFR 135.

D. Contract Requirements and Certifications

Provide all required certifications on forms included as attachments of this solicitation as described in Section 3.4.

E. Other Attachments

Respondents may attach, at the end of their submission, other promotional materials or work products that would demonstrate their experience and qualifications.

3.5 Evaluation of Proposals

All proposals shall be evaluated based on the evaluation criteria outlined below. A Selection Committee shall be established and will be responsible for overseeing the selection process and making a recommendation for approval. The Selection Committee shall determine a competitive range based on the established criteria and point system as detailed below. If there are a number of respondents that falls within the competitive range SHA, at its sole discretion, may schedule interviews with the Selection Committee.

The Selection Committee may consider unacceptable any proposal for which critical information is lacking, or the submission represents a major deviation from the requirements of this solicitation. Minor omissions may be, at the sole option and discretion of the Salem Housing Authority, be corrected subsequent to the submission due date.

3.6 EVALUATION CRITERIA AND MAXIMUM POINTS

The following evaluation factors shall be used in determining the competitive range, with a total possible score of 100 points.

Experience and Qualifications (Maximum – 25 Points): Experience in development, finance, and property management of rental housing including public housing, Section 8, RAD, tax credit, and mixed-income. Offerors should submit a list of references for whom the firm provided similar services. Capability and experience of the members of the Developer Partner's team; and, determination of availability of all required skills necessary for the development process. Experience with community-based development, including Collaboration with community organizations. Evidence of quality performance on-time and on-budget.

Financial Capacity (Maximum – 20 Points): Overall financial strength of the Developer Partner(s). Demonstrated record of financing affordable housing projects through a variety of funding sources and knowledge and experience working with the funding sources identified in this RFP. Successful development of projects utilizing low-income housing tax credits. Contribution of Developer Partner and demonstrated ability to bring financial resources to leverage dollars and to create a desired mix of housing.

Development (Maximum – 20 Points): Completeness and responsiveness to all requirements and priorities of SHA as described in this RFP, including but not limited to participation of SHA in the development structure. (SHA reserves the right to declare incomplete proposals as non-responsive). Demonstrated conceptual understanding of RAD as a new HUD program and similar HUD programs such as HUD mixed-finance, project-based vouchers, FHA financing, etc.
Additional Factors that will be considered:

- Clarity and coherence of presentation.
- Concept and proposed structuring.
- Enhancement of neighborhood appearance.
- Plan for long-term property management and asset management. Involvement of residents in planning, operations, and benefits.

Price/Fee (Maximum – 25 Points): Offeror must submit all of its proposed fees as an attachment. Offeror should describe how it will provide services in a way that will allow SHA to (i) anticipate the estimated cost of the services; (ii) control the costs of the services. SHA reserves the right to negotiate fees and cost with the Offeror(s) it tentatively selects and to reject that Offeror should those negotiations be unsuccessful. SHA must judge the Offeror's proposed fees to be reasonable. Note: The person signing the Fee Proposal must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the proposal has been opened. No signatures shall be in pencil.

MWBE, Local Participation and Section 3 (Maximum – 10 Points): Provision for MWBE and Section 3 local participation, and past experience in achieving such participation.

MAXIMUM TOTAL 100 PTS

3.7 Selection Process

SHA will use the following process to evaluate proposals. In its sole discretion, SHA may change both this process and the schedule.

A. Review for Compliance with Submission Requirements

Proposals that arrive at SHA by the due date and time will be opened by SHA Point of Contact or his/her designee. SHA will initially review all proposals to determine if they comply with the submission requirements specified in this RFP. SHA may reject any proposal without further review if SHA in its sole judgment determines that the proposal does not comply with these requirements. SHA may also reject without further review any proposal that in SHA's sole judgment deviates significantly from the requirements of this RFP. SHA may, in its sole option and discretion, allow a respondent to later correct minor omissions, informalities or irregularities.

B. Ranking

An Evaluation Committee that SHA will convene (the "Committee") will review all responsive proposals according to the criteria set forth in this RFP for the selection of respondents that are the most advantageous to SHA based on the evaluation criteria. The Committee will rank the respondents according to said criteria. SHA may also engage in site visits, in its sole discretion, as may be deemed appropriate to determine respondent's reasonable chance of being selected for award. The Committee shall designate the respondents, based upon this evaluation, into one of three (3) groups: (i) acceptable; (ii) potentially acceptable; (iii) unacceptable. SHA will not give further consideration to unacceptable proposals.

C. With or Without Discussions and Oral Interviews

The Committee or someone it designates for the purpose may conduct separate discussions, which may involve an in-person interview, with each respondent designated acceptable or potentially acceptable. The purpose of these discussions would be to ensure that each

respondent understand the work to be performed. SHA reserves the right to proceed in the evaluations without discussions.

D. Written Modification of Proposal

Each respondent may submit a written modification of their proposal within five (5) days after any such discussion, if such discussion does take place. The modification can only address the point or points of the discussion.

E. Best and Final Offers

SHA may, at its sole discretion, invite the respondents deemed acceptable or potentially acceptable to submit a "best and final offer" by a specified date and time. If respondents do not submit a best and final offer, or a notice of withdrawal, the previous offer shall be constructed as their best and final offer.

F. Final Ranking

The Committee shall make a final ranking of the respondents using the criteria in this RFP. It shall then make a recommendation to the SHA Board of Commissioners.

G. Negotiation of Contract

For each site or for the entire portfolio, whichever SHA determines to be the best course of action, SHA will attempt to negotiate a contract with the chosen respondent(s), including an agreement on a fair and reasonable price. If negotiations are not successful, SHA will attempt negotiations with the next highest ranked respondent(s), and so on until it contracts for a fair and reasonable price or until it terminates the process.

H. Proposal Evaluation Period

During the period when proposal evaluation is being conducted, all proposal details, analyses and scoring (preliminary or otherwise) are confidential. This measure simply maintains the integrity of SHA's procurement system. No SHA personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of proposals pending award seriously compromises SHA in establishing contractual agreements and may result in the disqualification of the respondent from this procurement action.

3.8 Execution of Contract

Subsequent to the award and within ten (10) days after the proscribed forms are presented for signature, the successful respondent shall execute and deliver to SHA a signed contract and all insurance certificates, licenses, permits, etc., required in this solicitation and be ready to implement services at the end of the ten (10) day period, or such longer period as SHA may specify in writing.

A. Laws and Regulations

The Contractor(s) shall at all times observe and comply with laws, statues, ordinances, regulations and codes of the Federal, State, County and local government agencies, which may in any manner affect the performance of the Contractor(s).

B. Indemnification

Contractor(s) expressly agrees to indemnify and hold harmless the SHA from all losses, costs, damages and/or expenses with respect to all demand claims, suits, and/or judgments for personal injuries, including death, to any person (including but not limited to third parties, employees of SHA, employees of Contractor or and sub-contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by sub- contractors or the employees or agents of either of them. Contractor further agrees to defend SHA to reimburse SHA for any reasonable cost and expense, including attorney's fees, which THA may incur or be put for the defense from any such claim.

C. Right to Audit

Contractor shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the SHA internal and external auditors.

D. Retention of Records

The contractor shall maintain the records pertaining to billings for a period of three (3) years after the contract is terminated and audited by SHA.

E. Limitations

This RFP is issued only to solicit proposals as identified herein. The Salem Housing Authority and its Board of Commissioners are in no way committed hereby to accept or award any contracts to any Contractor(s). The final decisions to award any contract to any Contractor(s) rest with the Salem Housing Authority Board of Commissioners.

F. Contract Administrator

The Contractor(s) is to provide a contact person during the period of performance of the contract for prompt contract administration. The designated representative to be contacted during the period of performance of this contract will be specified in the award contract and/or the Notice to Proceed.

G. Contract Enforcement

If a contractor fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, or program plan and/or agreement, SHA may take one or more of the following actions;

1. Withhold Payments. Temporarily withhold cash payments pending correction of the deficiency by the contractor.

2. Disallow Activity. Disallow all or part of the cost of the activity or action not in compliance.

3. Suspend or Terminate Award. Wholly or partly suspend or terminate the current award for the program and/or services.

4. Withhold Further Awards. Withhold further or future awards for the program.

5. Other Actions. Take other legal or equitable remedies that may be legally available.

6. Costs incurred by the contractor during a suspension or after a termination of an award are not allowable unless approved in writing by SHA.

H. Termination of Contract for Convenience

SHA may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. SHA shall terminate by delivering to the Contractor a Notice of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the SHA all information, reports, paper and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of SHA, SHA shall be liable only for payment for accepted services rendered before the effective date of termination.

I. No Guaranteed Minimum

Under this contract SHA reserves the right to make multiple awards and to pursue alternate contract agreement to meet its needs for the Services and related activities how and when, at its sole judgment and discretion, deems is in the best interest of its operations or strategic vision. The SHA offers no guarantee minimum quantities to be procured under this solicitation or any resultant agreement or contract.

J. Reporting/Auditing Requirements

SHA reserves the right to conduct a financial and operational review and/or audit of the books and records of Respondent(s) and/or any other provider of the goods and services under this RFP. Such records shall include, but not be limited to Service and Audit Records, and Financial and Invoice Records.

K. Ownership of Data and Materials

All data, material and documentation either prepared for or by SHA pursuant to this contract shall belong exclusively to the Salem Housing Authority.

ATTACHMENT 1

SITES UNIT CONFIGURATIONS

Site Name	Site Address	Building Type	Construction Date	Floor Count	Unit Count	Studio	1BR	2BR	3BR	4BR
Anderson Drive	Salem, NJ	2 Story Garden Style Walkup Apartments	1960's	2	80	19	11	21	21	8
Westside Court	Salem, NJ	Garden Style Walkup Apartments	1960's	1	76	0	16	27	27	6
Broadway Towers	205 7th Street	Elevator Structure	1960's	7	24	0	21	3	0	0
				Total Unit Count	**180**	**19**	**48**	**51**	**48**	**14**

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the City Salem, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* 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.

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 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.**

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 vender.

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: _____

STATEMENT OF CORPORATE OWNERSHIP

Name of Business_____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

□ Partnership □ Limited Liability Corporation □ Corporation □ Sole Proprietorship

□ Limited Partnership □ Limited Liability Partnership □ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Home Address: _____

_____

% of Ownership: _____

Name: _____

Name: _____

Home Address: _____

_____

% of Ownership: _____

Name: _____

Subscribed and sworn before me this ___ day of _____ , 2019

(Notary Public)

My Commission expires:

_____

(Affiant)

_____

(Print name & title of affiant)

(Corporate Seal)

CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION, INELIGIBILTY AND VOLUNTARY EXCLUSION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or _____
(Company Name)
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Applicant: _____ Date: _____

Printed Name/Title: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing Authority of the City of Salem relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to before me this day _____

Date

Signature

_____

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____
(Seal)

VENDOR'S ACKNOWLEDGEMENT OF ADDENDA

The respondent hereby acknowledges receipt of the following Addenda to Salem Housing Authority's solicitation:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

_____

Signature of Respondent's Agent

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES DISCLOSURE .

Bidder: _____

PART 1: CERTIFICATION
COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf.
http://www.state.ni.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certifications.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia of Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

PLEASE CHECK THE APPROPRIATE BOX:

CONTRACT AWARDS AND RENEWALS

◯ I certify, pursuant to law, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's list of entities engaged in prohibited activities in Russia or Belarus pursuant to PL. 2022, c. 3 or in investment activities in Iran pursuant to PL. 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. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS .

◯ I certify, pursuant to law, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's list of entities engaged in prohibited activities in Russia or Belarus pursuant to PL. 2022, c. 3 or in investment activities in Iran pursuant to PL. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

◯ I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investments activities in Iran in the space below and, if 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 Salem Housing Authority is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Salem Housing Authority to notify the Salem 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. 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 Salem Housing Authority and that the Salem Housing Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):_____ Signature: _____

Title: _____ Date: _____

PROPOSAL DOCUMENT CHECKLIST

RAD Developer Partner(s) RFP # 26-004

	Required	Initial each required entry and if required submit the item
Support for Evaluation Criteria	X	
Financial Capacity Documentation [where applicable] (Bid Guarantee, Consent of Surety, Certified Financial Statements, Business Line of Credit, Link to Online Annual Report, Federal Tax Account Transcript)	X	
References (3-5)	X	
Vendor's Acknowledgement of Addenda	X	
Valid Business License(s)	X	
Valid State of N.J. Business Registration Certificate	X	
Certificate of Insurance	X	
Affirmative Action Compliance	X	
Statement of Corporate Ownership	X	
Representations, Certifications and Other Statements of Bidders	X	
Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion	X	
Non-Collusion Affidavit	X	