

Housing Authority of the City of Summit

Request for Proposals

Affordable Housing Developer/Rental

Assistance Demonstration (RAD) II

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

PROPOSALS MUST BE SUBMITTED BY

September 30, 2022/ 2:00 pm
Date / Time

TO

procurement@summitnja.org

512 Springfield Avenue
Summit, NJ 07901

SUMMARY

The Summit Housing Authority (SHA or Housing Authority) is seeking proposals from qualified Developer Partner to create a comprehensive plan and potentially act as the developer for the redevelopment of our affordable housing properties. The SHA elected to participate in the Rental Assistance Demonstration (RAD) through a non-tax credit conversion in 2018. The Housing Authority has been issued Commitments to Housing Assistance Payments (CHAPs) for all 195 of its residential units located at three (3) sites: 125-unit five story senior buildings at 12 Chestnut Street, and two family sites named Glenwood (40 units) and Weaver Street (30 units), herein referred as “RAD Sites”. The Housing Authority wishes to have its RAD Sites renovated utilizing bonds, tax-credits, FHA financing and/or other available funding sources. The Housing Authority wishes to obtain comprehensive proposals that address conversion of all of its RAD properties. Any future redevelopment shall not reduce the number of existing affordable units available to residents paying 30% of income for rent. SHA is also interested in the identification of new opportunities for additional affordable housing units, additional revenue streams and services that are aimed at improving the quality of life of our residents.

We are seeking a developer(s) who can provide redevelopment plans and all necessary financial resources to complete the development and renovation of the SHA’s RAD Sites. The potential 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, pre-development planning, relocation 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 strengthen our developments to foster sustainability and growth.

The SHA shall not have any legal or financial obligations to the successful respondent prior to the execution of a Master Development Agreement between the parties. Interested and qualified vendors are invited to obtain a copy of the solicitation by submitting an email request to procurement@summitnjha.org, or download the solicitation at www.summitnjha.org.

One (1) electronic version (PDF file format with signature pages) of the firm’s response to solicitation must be received no later than September 30, 2022 and shall be submitted via email to procurement@summitnjha.org. All responses shall be clearly titled “**RAD II Developer RFP**”.

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 **August 12, 2022 by 2:00 pm** to procurement@summitnjha.org with the Subject heading “RAD II Developer RFP 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.summitnjha.org and distributed to the prospective respondents, if known, via electronic mail.

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 Summit Housing Authority (SHA) is seeking a qualified affordable housing developer(s) to create a redevelopment plan and to partner in the development of the RAD Sites. SHA provides affordable (low) income housing to people in the City of Summit, New Jersey. SHA is committed to providing quality, affordable housing in healthy neighborhoods through a healthy engagement with our residents and other groups. One of our goals is to provide high quality housing to foster neighborhood development and opportunities for tenants to achieve self-sufficiency.

The SHA envisions that the successful developer partner(s) will be chosen based on presenting a comprehensive plan that lays out the redevelopment initiative(s) for the portfolio. Also, respondents should clearly delineate how the plan will be financed and achieved along with an expected redevelopment timeline. It is important to note the expected sources and uses for the projects and what, if any, expectations the developer has of the SHA. It is expected that the selected developer(s) can obtain the appropriate financing for all phases of development including securing tax credits, providing equity as well as other financing options that are available to support the proposed plan. The Housing Authority may select one or more than one developer partner(s) that will be responsible for working 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 strategy for each site.

We are seeking a developer(s) who can provide financial resources to achieve the development of our housing sites. SHA has completed a RAD conversion; however, the RAD initiative did not involve significant renovation and did not utilize Low Income Housing Tax Credits to repair/renovate the portfolio. The 2018 RAD initiative at SHA focused primarily on conversion from public housing to Section 8 project-based vouchers. To create the desired results will require comprehensive planning and leveraging resources to achieve optimal results for the selected sites. Through this process, SHA desires to partner with a developer(s) to improve, preserve and possibly increase the current affordable housing portfolio in the City of Summit.

1.2 Summit Housing Authority

Within our housing portfolio the Summit Housing Authority has 195 units. 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 **at 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. **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 Summit Housing Authority and the selected Developer Partner or Partners have signed an agreement specifically acknowledging the SHA obligations, if any. Work under any agreement that shall arise from this solicitation shall commence immediately upon execution of such agreement. The Summit Housing Authority Board of Commissioners must approve any Master Development Agreement prior to the agency being legally bound.

1.5 Contact with the Summit 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, Members of the Board of Commissioners or residents other than those individuals who are specifically identified in the RFP.

1.6 Incurred Cost in Preparation of Proposals

The Developer Partner(s) shall be solely responsible for all costs that arise from 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 Nonprocurement 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 strategies for each property they are proposing to redevelop. The strategies shall provide supporting documentation and information in sufficient detail to justify both adequate financing 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. Moreover, the developer partner(s) shall develop a financing plan and package specific to financing sources for the development projects and timing for the proposed redevelopment plan. Finally, the developer partner(s) plan should detail any proposed benefits for the SHA derived as a result of the development initiative.

2.3 Development Strategy

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

The Development Strategy must address the following:

- A. Better integrating our portfolio within the fabric of the surrounding neighborhood.
- B. Creating high quality housing that will be attractive, energy-efficient, and will have long-term viability without extraordinary capital improvement resources.
- C. Identifying potential new forms of service delivery that will assist the Summit Housing Authority in carrying out its mission of providing high quality living environments for our tenants.
- D. Leveraging funds to the maximum extent feasible by pursuing both the public (state, local, and federal) and private (foundations, conventional, equity, and debt, etc.) sources of funding.
- E. Ownership Structure: The proposed ownership structure must comply with all Federal and regulatory requirements. The proposed plans must identify and define the role of each entity involved. If a satisfactory plan is provided to the SHA it is the intent of the Housing Authority to negotiate a Master Development Agreement(s) with its developer partner or partners.

PART III - PROCUREMENT PROCESS

2.4 Directions for Submission

One (1) electronic version (PDF file format with signature pages) of the firm's response to solicitation must be received no later than September 30, 2022 at 2:00pm and shall be submitted via email to procurement@summitnjha.org. All responses shall be clearly titled **"RAD II Developer RFP"**.

2.5 Qualification Criteria Development Team

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

- A.** Previous experience developing affordable housing, including project-based Section 8, Senior low income and low-income tax credit housing.
- B.** Previous experience providing development and/or financial advisory services in the State of New Jersey.
- C.** Experience in successful site project management and completion of affordable housing redevelopment under HUD programs.
- D.** Previous experience and success in securing financing for affordable housing, particularly Low-Income Housing Tax Credits, Tax-Exempt Bond Financing, other State and Local grants and Local PILOT agreements.
- E.** Demonstrated financial capacity to complete the project.

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

2.6 Qualification Response and Technical Response Requirements

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

A. Team Participants and their Specific Roles

All entities that comprise 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, but not limited to, 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) may 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/bios 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 will 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.

2.7 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 Summit 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

2.8 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, past experience relevant to the proposed project and a brief high-level summary of what is being proposed.

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 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) are to provide business opportunities to MWBE entities. In addition, under HUD's Section 3 requirement, Contractors are 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 related to the work in question.

2.9 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 the 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 Summit Housing Authority, be corrected subsequent to the submission due date.

2.10 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 and its anticipated future role. (SHA reserves the right to declare incomplete proposals as non-responsive). Demonstrated conceptual understanding of RAD as a 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.

Fees/Revenues (Maximum – 25 Points): Offeror must submit a reasonable estimate of any proposed fees and revenues to be earned/provided to the Developer and SHA, if any. Any proposed fees associated with the redevelopment projects must include a statement or brief explanation as to its origins, the total amount of the fees and whether the funds are paid out at one time or over a specified period of time.

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

2.11 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.

C. With or Without Discussions and Oral Interviews

The Committee may conduct separate formal discussions, which may involve an in-person group interview, with each respondent designated acceptable or potentially acceptable. The purpose of these discussions would be to ensure that each respondent understands 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 for consideration.

G. Negotiation of Contract

For each site or for the entire portfolio, whichever SHA determines to be the best course of action, SHA may attempt to negotiate a contract with the chosen respondent(s).

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.

2.12 Execution of Contract

Subsequent to the award and within thirty (30) 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 thirty (30) 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 Summit 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 Summit 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. Disallow Activity. Disallow all or part of the activity or action not in compliance.
2. Suspend or Terminate Award. Wholly or partly suspend or terminate the current award for the program and/or services.
3. Withhold Further Awards. Withhold further or future awards for the program.
4. Other Actions. Take other legal or equitable remedies that may be legally available.

5. 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 Summit Housing Authority.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Town Summit, (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 vendor.

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

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

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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: _____

Name: _____

Home Address: _____

Home Address: _____

% of Ownership: _____

% of Ownership: _____

Name: _____

Name: _____

Subscribed and sworn before me this ____ day of _____, 2022

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)
(Corporate Seal)

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY 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 Town of Summit 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 Summit 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: _____

Signature of Respondent's Agent

PROPOSAL DOCUMENT CHECKLIST

RAD II Developer RFP

Submission Requirement
via procurement@summitnjha.org

Required

**Initial each
required entry
and if required
submit the item**

	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	