

MAESTRO COMMUNITY DEVELOPMENT CORPORATION

REQUEST FOR PROPOSALS

FINANCIAL ADVISORY SERVICES

*Housing Development, LIHTC, Mixed-Finance Development,
and Related Financial Advisory Services*

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq. and 24 CFR 905.316

PROPOSALS MUST BE SUBMITTED BY

July 8, 2026 at 10:00 A.M.

To:

Allison Toy, Procurement Manager
Maestro Community Development Corporation
c/o Housing Authority of the City of Long Branch
2 Hope Lane
Long Branch, New Jersey 07740

Maestro Community Development Corporation

RFP – Financial Advisory Services 20260708

RFP INFORMATION AT A GLANCE

MCDC CONTACT PERSON	Allison Toy, Procurement Manager atoy@lbhousing.org 2 Hope Lane, Long Branch, NJ 07740
SITE VISIT	N/A
QUESTIONS DUE BY	All questions must be submitted in writing via email to atoy@lbhousing.org no later than June 25, 2026 at 10:00 a.m.
HOW TO SUBMIT A RESPONSE	See Proposal Submission Requirements, Section 6.
RFP SUBMISSION DATE	Date: July 8, 2026 at 10:00 a.m. Proposals must be received by: Allison Toy, Procurement Manager Maestro Community Development Corporation c/o Housing Authority of the City of Long Branch 2 Hope Lane, Long Branch, New Jersey 07740
AWARD	TBD

Maestro Community Development Corporation

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ADVERTISEMENT

Maestro Community Development Corporation ("Maestro CDC" or "MCDC"), an affiliate of the Long Branch Housing Authority, will accept proposals from qualified Housing, Development, and Financial Advisors experienced with LIHTC, mixed-finance development, affordable housing financing, and related financial advisory services at 2 Hope Lane, Long Branch NJ 07740, until July 8, 2026 at 10:00a.m.

The Request for Proposals ("RFP") can be obtained electronically via link: <https://www.bidnetdirect.com/new-jersey/lbha>.

The RFP shall be submitted in a sealed envelope, labeled "Proposal for Financial Advisory Services for Maestro CDC-20260708" and including the respondent's company name and return address. Respondents must ensure that their RFP is received at the address and by the deadline specified above. RFPs received after the deadline for any reason shall not be considered and will be returned to the sender.

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

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

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

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. and 24 CFR 905.316 et. seq.

MAESTRO CDC'S RESERVATION OF RIGHTS

Maestro CDC reserves the following rights in association with the RFP process and upon contract award:

- **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, or terminate the RFP process at any time if deemed by Maestro CDC to be in its best interest.
- **Right to Not Award.** Not award a contract pursuant to this RFP.
- **Right to Terminate.** Terminate a contract award pursuant to this RFP at any time for Maestro CDC's convenience upon ten (10) days' written notice to the successful offeror(s).

- **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful offeror(s) shall provide the services called for in this RFP.
- **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of ninety (60) days subsequent to the deadline for receiving proposals.
- **Right to Negotiate.** Negotiate the fees proposed by the offeror(s).
- **Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- **No Obligation to Compensate.** Have no obligation to compensate any offeror(s) for any costs incurred in responding to this RFP.
- **Unauthorized Sub-Contracting Prohibited.** The successful offeror(s)/contractor(s) shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP without the prior written consent of Maestro CDC. Any purported assignment of interest or delegation of duty without such consent shall be void and may result in cancellation of the contract.
- **Project Staffing Changes.** Managers, other supervisory staff, and key personnel may be changed if those personnel leave the firm, are promoted, or are assigned to another area. In either situation, Maestro CDC retains the right to approve or reject replacements.

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1. PURPOSE

Maestro Community Development Corporation (hereinafter "Maestro CDC" or "MCDC") is a New Jersey non-profit corporation and development subsidiary of the Housing Authority of the City of Long Branch ("LBHA"), formed in 2003. Maestro CDC's administrative offices are located at 2 Hope Lane, Long Branch, New Jersey 07740.

Formed in 2003, Maestro CDC provides varied property maintenance, management, and consulting services. It has overseen a \$137 million Hope VI Redevelopment Project comprising four phases of 289 mixed-income and market-rate units, eight homeownership units, and a 13,000 square foot community center. Maestro CDC served as co-developer in the last two phases of the project, with a \$15 million 2009 NJHMFA Tax Credit Award, and as co-developer for eight homeownership units. Maestro CDC also manages the Adam "Bucky" James Community Center.

Maestro CDC currently has an owner or part-owner stake in 16 residential properties comprising 285 units and having assisted other housing authorities in property management. Its mission is to build, acquire, renovate, rehabilitate, manage, and operate affordable housing for low- and moderate-income senior citizens, disabled individuals, and families, with a geographic area covering New Jersey and Illinois. Maestro CDC also offers strategic leadership, compliance, and management services to other housing authorities and entities within the vision of providing affordable housing.

In accordance with applicable Federal and State of New Jersey requirements, Maestro CDC is currently accepting proposals for **Financial Advisory Services** from qualified Housing, Development, and Financial Advisors experienced with LIHTC, mixed-finance development, affordable housing financing, and related advisory services. It is Maestro CDC's desire to retain a duly qualified firm for a term of one (1) year, with an option to extend for up to four (4) subsequent one (1) year terms, subject to appropriations and satisfactory performance.

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

All proposals shall be reviewed for completeness and analyzed in accordance with the criteria contained herein. Maestro CDC urges all interested firms to carefully review the requirements of this RFP, including the attached Instructions to Offerors (HUD-5369-B) and the Certifications and Representations of Offerors – Non-Construction Contract (HUD-5369-C), both of which are mandatory forms required to be submitted with all proposals. Failure to abide by the RFP's instructions in any way may lead, in Maestro CDC's sole discretion, to the rejection of the proposal as non-responsive.

2. TERMS AND CONDITIONS

Any requests for clarification shall be submitted in writing no later than May 26, 2026 at 10:00 a.m. to Allison Toy, Procurement Manager, via email at atoy@lbhousing.org. If deemed necessary, an addendum will be issued to all individuals who received a copy of this RFP. Any prospective respondent is responsible for ensuring they are aware of any addenda prior to submission. Failure to receive any addendum shall not relieve a respondent from obligations under their proposal as submitted.

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

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

Maestro CDC reserves the right to: (1) contact any respondent to clarify their proposal; (2) contact past or current clients of the respondent; (3) solicit information from any available source concerning any aspect of the proposal; and (4) seek and review any other information deemed pertinent to the evaluation process.

3. SCOPE OF SERVICES

The successful respondent shall serve in an overall development and financial advisory capacity to Maestro CDC and shall provide consultation and advice on all matters pertaining to the planning, financing, and development of affordable housing. The scope of Financial Advisory Services shall include, but not be limited to, the following:

A. Development and Financial Advisory

- Serve in an overall development and financial advisory capacity to Maestro CDC and provide consultation and advice on all matters pertaining to the planning, financing, and development of affordable housing.
- Evaluate potential options for the financing and development of affordable housing through Low-Income Housing Tax Credits (LIHTC), tax-exempt bonds, and other public and private financing sources. Determine the best way to combine and maximize these resources in order to support Maestro CDC's development objectives and best meet the needs of future residents.
- Assist Maestro CDC in reviewing and analyzing site feasibility, Capital Needs Assessments, Physical Needs Assessments, and development plans. Assist in the development of an action plan providing administration guidance in planning and developing new affordable housing sites.
- Assist Maestro CDC in reviewing and analyzing LIHTC and other tax credit financial plans prepared by its development partner and advisors; assist in preparing elements of the financial plan, as needed.
- Assist Maestro CDC in reviewing and analyzing development pro-forma prepared by its development partner and advisors to ensure financial feasibility; assist in preparing financial pro-forma, as needed.
- Advise Maestro CDC on development options and financing strategy for its housing portfolio and prospective development sites.
- Make strategic development recommendations and identify opportunities for Maestro CDC through joint ventures with designated developer partners as a way of generating additional fees and revenue streams.

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- Represent Maestro CDC in negotiations with its development partner and assist Maestro CDC and its legal counsel in negotiating a master developer and partnership agreement that best meets the needs of Maestro CDC and its residents.

B. HUD Approvals, Submissions, and Closing Assistance

- Advise Maestro CDC on development options and financing strategy for new affordable housing sites, including LIHTC, tax-exempt bonds, and mixed-finance approaches.
- Assist Maestro CDC in obtaining all necessary HUD approvals related to LIHTC, mixed-finance development, and other development transactions.
- Negotiate a master development agreement with Maestro CDC's chosen third-party developer.
- Advise Maestro CDC on the development process and assist in evaluating components of the development plan, including regulatory, loan, and equity proposals.
- Complete necessary documents and make required submissions to HUD.
- Negotiate closing documents on behalf of Maestro CDC.
- Provide due diligence and closing assistance for all financial and regulatory transactions required in a complex development and financing plan, including but not limited to: LIHTC, taxable or tax-exempt bond financing, conventional private financing, and other public funding.

C. Meetings and Stakeholder Coordination

- Attend internal staff meetings and telephone consultations, Board meetings, committee meetings, collaborative planning and design meetings with Maestro CDC's development partner and design team members, as well as tenant meetings and meetings with the public.
- Attend external meetings and telephone consultations with outside agencies and funders, including but not limited to:
 - o City of Long Branch officials and advisors and the Long Branch City Council
 - o Long Branch Planning Board and Zoning Board of Adjustment
 - o U.S. Department of Housing and Urban Development (HUD)
 - o New Jersey Housing and Mortgage Finance Agency (NJHMFA)
 - o New Jersey Department of Community Affairs (NJDCA)
 - o New Jersey Redevelopment Authority (NJRA)
 - o New Jersey Economic Development Authority (NJEDA)
 - o Banks, Syndicators, and Equity Investors
- Attend community and tenant meetings and provide applicable information.

D. Additional Services

- Provide additional financial advisory and consulting assistance as directed by Maestro CDC which may be required during the course of this engagement.

4. QUALIFICATIONS

In addition to the ability to perform all of the above, all respondents shall meet the following minimum qualification requirements:

A. Overall Qualifications Requirements

- Preference will be given to respondents with at least twenty (20) years of direct experience providing planning, housing, development, and financial consulting and advisory services to housing authorities, municipalities, for-profit developers, and non-profit organizations.

B. Additional Technical Qualifications

- Extensive experience with affordable housing development financing tools, including LIHTC, tax-exempt bonds, and mixed-finance structures.
- Strong relationships with HUD staff, locally and at Headquarters.
- Knowledge of HUD affordable housing programs applicable to new development and mixed-income housing, including applicable federal and state regulatory requirements.
- The respondent must have specialized financial and development expertise related to Low-Income Housing Tax Credits (LIHTC), Mixed-Finance Development Projects and Subsidy Layering, New Jersey Housing and Mortgage Finance Agency (NJHMFA) bond programs and closings, U.S. Department of Housing and Urban Development (HUD) programs and closings, and New Jersey Economic Development Authority programs.
- The respondent must have direct experience financing and developing all types of affordable housing in New Jersey, including family, senior, and special needs housing; rehabilitation, new construction, and conversion projects; and urban and suburban projects.
- The respondent must have direct experience in the financing and development of affordable housing, including but not limited to mixed-finance regulations, capital funding sources, HUD rules and regulations, and COAH rules and regulations.
- The respondent must have direct experience overseeing and managing complex affordable housing development projects for housing authorities in New Jersey in conjunction with for-profit and non-profit developer partners.
- The respondent must have significant experience in negotiating master developer and partnership agreements, and in negotiating various financial and regulatory agreements related to taxable and tax-exempt bonds, conventional private financings, and low-income tax credit financings and syndications.
- The respondent must have significant experience in the preparation and implementation of development plans, including experience with applicable land use, zoning, and regulatory approvals required for affordable housing development in New Jersey.
- The respondent must have experience obtaining and interpreting engineering reports such as Capital Needs Assessments and Physical Needs Assessments.
- Experience negotiating with third parties on behalf of a public housing authority.
- Professional Liability Insurance of not less than \$1,000,000 per claim and in the aggregate (see Section 9).
- The respondent must be authorized to do business in the State of New Jersey and must be approvable by HUD.

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

5. PROPOSAL REQUIREMENTS

Each interested firm shall submit the following information and documentation as part of their proposal:

- A. Proposals shall be submitted on company letterhead, signed by the owner or an executive officer of the firm authorized to bind the firm.
- B. **Narrative** – Provide a narrative description of the respondent’s business and proposed services, which shall include the following:
 - a. **Executive Summary** – A brief non-technical overview of the respondent's business, the range of financial advisory services offered, and how the respondent's qualifications meet Maestro CDC's needs.
 - b. **Company Profile** – A history of the firm, including the number of years in business, and resumes of key staff to be involved in all aspects of the Financial Advisory Services. Include the firm's specific history providing services to public housing authorities and HUD-funded entities. *Provide an organizational chart by titles and names that demonstrates their reporting relationships.*
 - c. **Areas of Practice** – A description of the firm's areas of practice and specific expertise relevant to this engagement.
 - d. **Proposed Services** – A detailed description of each aspect of the proposed services and the respondent's specialized knowledge and experience with LIHTC, mixed-finance development, affordable housing financing, and related advisory services.
 - e. **Experience with Housing Authorities** – A description of the respondent's experience representing or providing advisory services to housing authorities, including HUD-funded and LIHTC-financed transactions.
- C. **References** – At least three (3) references, of which at least one (1) must have knowledge of the respondent’s services to a public housing authority or HUD-funded entity. References shall include the name of the organization, contact person, telephone number, and a description of services provided.
- D. **Fee Proposal** – Provide a description of the proposed fee structure, including: (a) hourly rate(s) by staff level; (b) breakdown of billing method; and (c) estimated total annual cost for services. Maestro CDC is exempt from local, state, and federal sales, use, or excise taxes. Proposed fees shall remain firm for the initial contract period.
- E. **Required Documentation** – Respondents shall submit the enclosed checklist and all documentation identified therein. Failure to provide required documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal as non-responsive.
- F. **Insurance** – Respondents shall possess the insurance coverages specified in Section 9 of this RFP. Proof of insurance shall be submitted with the proposal. The premium cost of all

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required insurance shall be borne by the Respondent and is not reimbursable by Maestro CDC.

- G. **Any other information** which the respondent deems relevant to its qualifications and experience.

6. SUBMISSION REQUIREMENTS

Sealed proposals shall be received by Maestro CDC in accordance with public advertisement as required by law. Proposals must be received by the address below by **July 8, 2026 at 10:00 a.m.** in a sealed envelope clearly marked and labeled as follows:

Name of Respondent
Respondent's Return Address
Proposal for Financial Advisory Services-20260708
DUE DATE: July 8, 2026 at 10:00 a.m.
ATTN: Allison Toy, Procurement Manager
Maestro Community Development Corporation
c/o Housing Authority of the City of Long Branch
2 Hope Lane, Long Branch, New Jersey 07740

Proposals may be hand delivered or mailed; however, Maestro CDC disclaims any responsibility for proposals forwarded by regular or overnight mail. If a proposal is sent by express mail service, the designation above must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

The proposal(s) shall be submitted in a sealed envelope: (1) addressed to Maestro CDC at the address above; (2) bearing the name and address of the respondent on the face of the envelope; and (3) clearly marked "SEALED RFP" with the contract title "Financial Advisory Services." There shall be one (1) original and four (4) copies of the proposal submitted, along with one (1) electronic copy on a USB flash drive.

Sealed proposals forwarded to Maestro CDC before the time of opening may be withdrawn upon written application of the respondent, who shall be required to produce evidence showing that the individual is, or represents, the principal(s) involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

Each proposal form must give the full business address, business phone, and email of the contact person of the respondent, and must be signed by an authorized representative as follows:

- a. *Proposals by partnerships* must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative.

- b. *Proposals by corporations* must be signed in the legal name of the corporation, followed by the name of the State in which incorporated, and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation.
- c. *Proposals by sole proprietorships* shall be signed by the proprietor.

Respondents should be aware of the following statutes that represent "Truth in Contracting" laws:

- a. *N.J.S.A. 2C:21-34, et seq.* governs false claims and representations by vendors. It is a serious crime to knowingly submit a false claim and/or knowingly make a material misrepresentation.
- b. *N.J.S.A. 2C:27-10* provides that a person commits a crime if they offer a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- c. *N.J.S.A. 2C:27-11* provides that a vendor commits a crime if they, directly or indirectly, confer or agree to confer any benefit not allowed by law to a public servant. Respondents should consult applicable statutes or independent legal counsel for further information.

Interpretation and Addenda

The respondent understands and agrees that its proposal is submitted on the basis of this RFP. The respondent accepts the obligation to become familiar with the Scope of Services.

Respondents are expected to examine the Scope of Services and related proposal documents with care and observe all requirements. Ambiguities, errors, or omissions should be promptly reported in writing to Allison Toy, Procurement Manager. Any prospective respondent who wishes to challenge the Scope of Services shall file such challenges in writing no less than five (5) business days prior to the opening of proposals. Challenges filed after that time shall be considered void and will have no impact on the procurement or the award of a contract.

No oral interpretation or clarification of the meaning of the Scope of Services will be made to any respondent. All requests must be in writing, addressed to Allison Toy via email at atoy@lbhousing.org, and must be received by questions due date.

All interpretations, clarifications, and supplemental instructions will be in the form of written addenda distributed to all prospective respondents. All addenda issued shall become part of the RFP and proposal documents and shall be acknowledged by the respondent in the proposal.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding.

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7. CONTRACT AWARD

A. All proposals will be reviewed in accordance with the below evaluation criteria by an evaluation committee of at least three (3) members.

Evaluation Criteria	Maximum Points
Demonstrated experience and competence providing financial advisory, housing development, and planning services, including experience with LIHTC, mixed-finance development, affordable housing financing, and related transactions	20
Familiarity with Maestro CDC’s programs specifically and HUD rules and regulations generally, including knowledge of LIHTC, mixed-finance development, NJHMFA programs, and related federal and state affordable housing programs	25
Capability and capacity to accomplish quality work within the required time period, including availability of key personnel and demonstrated project management approach	15
Geographic location of the firm relative to proximity to Maestro CDC and experience serving New Jersey public housing authorities	10
Firm's equal opportunity policy. Each respondent must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.	10
Reasonableness of proposed fee(s) and pricing structure	20
TOTAL	100

Proposals will be evaluated on a best-value basis. Of the 100 available points, 80 points are allocated to technical and qualifications factors and 20 points to proposed fees. Award will not be made solely on the basis of the lowest proposed fee.

- B. Maestro CDC reserves the right to waive any informality and to reject any and all proposals. No proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.
- C. The contract shall be awarded to the respondent who submits the proposal most advantageous to Maestro CDC, cost and other factors considered, on a best-value basis.
- D. Maestro CDC and the successful respondent shall execute the contract within sixty (60) days of proposal opening. Failure or neglect of the respondent to execute the contract within this period shall constitute a breach and Maestro CDC may award the contract to the second-ranked respondent. Any contract resulting from this proposal shall be subject to a not-to-exceed amount, and Maestro CDC shall not be responsible for any amount above the not-to-exceed amount listed in the Notice of Award. Pursuant to N.J.A.C. 5:30-

5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

- E. The successful respondent must execute Maestro CDC's form of contract within seven (7) calendar days of receiving the notice of award, within the overall 60-day execution period referenced in paragraph D. Failure to do so shall constitute a breach, and Maestro CDC may award the contract to the second-ranked respondent.
- F. Maestro CDC reserves the right to waive immaterial formalities and to procure services under State Contracts or inter-local agreements if so desired.

Rejection of Proposals

In accordance with 2 CFR 200.320 and applicable HUD procurement requirements, Maestro CDC reserves the right to reject any or all proposals at any time prior to award. Maestro CDC may reject a proposal as non-responsive if it is incomplete, fails to comply with the requirements of this RFP, or fails to include all required documentation. Maestro CDC may reject a respondent as non-responsible if the respondent lacks the technical, financial, or organizational capacity to perform the contract; has an unsatisfactory record of past performance; or is debarred, suspended, or otherwise excluded from participation in federally assisted programs. The rejection of any proposal shall not obligate Maestro CDC to provide an explanation, and no respondent shall be entitled to compensation for costs incurred in preparing or submitting a proposal.

Protest Procedures

Any respondent who believes that Maestro CDC has failed to comply with applicable procurement requirements in connection with this RFP may file a written protest. Protests must be submitted in writing to the Executive Director of Maestro CDC, c/o Housing Authority of the City of Long Branch, 2 Hope Lane, Long Branch, New Jersey 07740, with a copy to atoy@lbhousing.org. Pre-award protests must be filed no later than five (5) business days prior to the proposal due date. Post-award protests must be filed no later than ten (10) business days after the protesting party knew or should have known of the basis for the protest. The protest must identify the specific procurement requirement at issue, the factual basis for the protest, and the relief requested. Maestro CDC will acknowledge receipt of the protest in writing and issue a written decision within fifteen (15) business days of receipt, where practicable. The filing of a protest does not automatically suspend the procurement process. Maestro CDC reserves the right to proceed with award notwithstanding a pending protest if it determines that doing so is in the best interest of Maestro CDC. Respondents may seek further review of an unresolved protest through applicable HUD channels in accordance with 2 CFR 200 and HUD guidance.

8. INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

Where applicable, the following are mandatory requirements of this proposal and any resulting contract.

A. Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. See Section 12 and the enclosed Affirmative Action Compliance Notice.

B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Respondents are required to read the Americans with Disabilities Act language included in Section 11 of this RFP and agree that the provisions of Title II of the Act are made a part of the contract. The respondent is obligated to comply with the Act and to hold Maestro CDC harmless.

C. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract unless, prior to receipt of the proposal or accompanying the proposal, the respondent submits a statement setting forth the names and addresses of all stockholders who own ten percent (10%) or more of its stock of any class, or of all individual partners who own a ten percent (10%) or greater interest therein. The enclosed Statement of Ownership Disclosure (Part II) shall be completed and attached to the proposal. Failure to submit the required stockholder disclosure document shall result in rejection of the proposal.

D. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each respondent submit proof of business registration with the proposal. Proof of registration shall be a copy of the respondent's New Jersey Business Registration Certificate (BRC), obtained from the New Jersey Division of Revenue. Failure to submit proof of registration within three (3) days of award requires mandatory rejection of a proposal as a non-waivable defect.

E. Non-Collusion Affidavit

The enclosed Non-Collusion Affidavit shall be properly executed and submitted with the proposal.

F. Pay to Play

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. Business entities are required to comply with all local ordinances regarding contribution limits for publicly contracted entities.

9. INSURANCE AND INDEMNIFICATION

The respondent shall be required to have the following insurance coverage. Said coverage shall be applicable to this proposal and be made a part of the proposal and contract documents.

Insurance Requirements

Workers' Compensation Insurance

Workers' Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

General Liability Insurance

General Liability Insurance shall be provided with limits of not less than \$1,000,000.00 for any occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. Coverage shall be maintained in full force during the life of the contract.

Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance covering the respondent for claims arising from its services under this contract, with limits of not less than \$1,000,000.00 per claim and in the aggregate, which shall be claims-based. Coverage shall be maintained in full force during the life of the contract and for a period of not less than three (3) years thereafter.

Certificates of Required Insurance

Certificates of Insurance for all required policies shall be with an insurance company authorized to do business in the State of New Jersey and shall name Maestro Community Development Corporation as an additional insured. Self-insured respondents shall submit an affidavit attesting to their self-insured coverage and shall name Maestro CDC as an additional insured.

Indemnification

The respondent shall indemnify, defend, and save harmless Maestro CDC, at the respondent's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it, by reason of any act or omission of the respondent, its agents or employees, in the delivery of services, execution of the work, or in the guarding of it.

The respondent shall obtain and pay for such insurance, naming Maestro CDC as one of the insured, as will protect Maestro CDC from its contingent liability under this contract, and Maestro CDC's right to enforce against the respondent any provision of this article shall be contingent upon full compliance by Maestro CDC with the terms of such insurance policy or policies, a copy of which shall be deposited with Maestro CDC.

10. TERMINATION OF CONTRACT

- G. If, through any cause, the respondent shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the respondent shall violate any of the requirements of the contract, Maestro CDC shall have the right to terminate the contract by giving written notice to the respondent specifying the effective date of termination. Such termination shall relieve Maestro CDC of any obligation for balances to the respondent for any sums set forth in the contract. Maestro CDC will pay only for services accepted prior to termination.

- H. Notwithstanding the above, the respondent shall not be relieved of liability to Maestro CDC for damages sustained by Maestro CDC by virtue of any breach of contract, and Maestro CDC may withhold any payments to the respondent for the purpose of compensation until such time as the exact amount of damage due Maestro CDC from the respondent is determined.
- I. The respondent agrees to indemnify and hold Maestro CDC harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract.
- J. In case of default by the respondent, Maestro CDC may procure the services from other sources and hold the respondent responsible for any excess cost.
- K. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, Maestro CDC reserves the right to cancel the contract.
- L. If during the life of the contract the respondent disposes of its business by acquisition, merger, sale, transfer, or by any means conveys its interest to another party, all obligations are transferred to the new party. The new owner(s) will be required to submit all documentation and legal instruments that were required in the original proposal. Any change in ownership must be approved by Maestro CDC.
- M. The respondent will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of Maestro CDC.
- N. Maestro CDC may terminate the contract for convenience by providing thirty (30) calendar days' advance written notice to the respondent.
- O. If the successful respondent and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services subject to this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the respondent's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

11. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and Maestro Community Development Corporation (hereinafter "MCDC") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of MCDC 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 MCDC in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless MCDC, 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.

MCDC 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. It is expressly agreed and understood that any approval by MCDC 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 MCDC pursuant to this paragraph.

It is further agreed and understood that MCDC 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. 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 MCDC from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Vendor's Initials: _____

12. MANDATORY AFFIRMATIVE ACTION LANGUAGE

Mandatory Equal Employment Opportunity Language – N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services, and General Service Contracts

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

The Vendor 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. The Vendor 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Vendor's commitments under this

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act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor 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 Vendor 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.

The Vendor or subcontractor agrees to inform in writing its appropriate recruitment agencies 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 Vendor 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 court decisions.

The Vendor shall submit to Maestro CDC, after notification of award but prior to execution of a contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval; or
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302.

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, pursuant to N.J.A.C. 17:27.

Vendor's Initials: _____

PROPOSAL DOCUMENTS

PROPOSAL CHECKLIST

The following documents must be included in your proposal submission. Please check each item as it is included:

- Proposal submitted on company letterhead, signed by owner or executive officer
- Narrative including Executive Summary, Company Profile, Areas of Practice, Proposed Services, and Housing Authority Experience
- References (minimum three, at least one public housing authority)
- Fee Proposal – hourly rates, billing method breakdown, and estimated annual cost
- Qualifications Statement (enclosed)
- Listing of Subcontractors (enclosed)
- Affirmative Action Compliance Notice (enclosed) – with initials
- Non-Collusion Affidavit (enclosed)
- Statement of Ownership Disclosure (enclosed)
- Copy of New Jersey Business Registration Certificate
- HUD-5369-B – Instructions to Offerors, Non-Construction
- HUD-5369-C – Certifications and Representations of Offeror Non-Construction Contracts
- HUD-5370-C – General Conditions for Non-Construction Contracts
- HUD-5369-C – Representations and Certifications
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Russia or Belarus
- Certificates of Insurance (as specified in Section 9)
- Acknowledgment of Addenda Form
- Americans with Disabilities Act acknowledgment – with initials

The undersigned also hereby acknowledges that Maestro CDC may, in its discretion, reject any proposal as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Company: _____

Signature of Respondent's Agent: _____

Name and Title of Respondent's Agent: _____

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Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

Addendum Number	Dated	Acknowledge Receipt (Initial)

No addenda were received: _____

Acknowledged for: _____ (Name of Respondent)

By: _____ (Signature of Authorized Representative)

Name: _____ (Print or Type)

Title: _____

Date: _____

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QUALIFICATIONS STATEMENT

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

f. Type of Entity: _____

(Sole Proprietorship, General Partnership, Limited Partnership, LLC, Corporation, or S Corporation)

g. Date of Incorporation/Organization/Formation: _____

h. State of Incorporation/Organization/Formation: _____

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Q. Insurance carried (provide copies of current certificates with proposal):

j. Workers' Compensation: Carrier _____ Policy # _____
Expiration _____

k. General Liability: Carrier _____ Policy # _____
Expiration _____ Per Occurrence Limit: \$ _____

l. Professional Liability: Carrier _____ Policy # _____
Expiration _____ Per Claim Limit: \$ _____

R. Has the respondent or any officer or principal of the respondent ever been convicted of a crime or been subject to civil judgment or administrative action for fraud, misrepresentation, or other misconduct? _____ If yes, explain on a separate sheet.

S. Has the respondent or any principal ever been debarred, suspended, or excluded from participation in any federal or state program? _____ If yes, explain on a separate sheet.

T. Does the respondent, or any officer, principal, or employee of the respondent, have any existing or potential financial interest, business relationship, or personal relationship with any officer, employee, board member, or agent of Maestro Community Development Corporation or the Housing Authority of the City of Long Branch that could create an actual or apparent conflict of interest in connection with this procurement or the performance of the resulting contract? _____ If yes, describe fully on a separate sheet.

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- U. Does the respondent currently provide, or has the respondent previously provided, services to any developer, investor, syndicator, lender, or other party that has or may have an interest in any project or transaction involving Maestro CDC or LBHA? _____ If yes, describe fully on a separate sheet.

The undersigned certifies that all information contained in this Qualifications Statement is true and correct to the best of their knowledge and belief, that no conflict of interest exists that would impair the respondent’s ability to perform the services described in this RFP with impartiality and in the best interests of Maestro CDC, and that the respondent will promptly disclose to Maestro CDC any conflict of interest that arises during the term of any resulting contract.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Printed Name: _____

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NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____ 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 _____, the respondent making this proposal for Financial Advisory Services, and that I executed the said proposal with full authority to do so; that said respondent 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 this affidavit are true and correct, and made with full knowledge that Maestro Community Development Corporation 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 the respondent.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public of _____

My Commission expires: _____

(Signature of Affiant)

(Print or Type Name of Affiant)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of Organization: _____

Organization Address: _____

Part I – Check the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)
- Limited Liability Company (LLC)
- Partnership
- Limited Partnership
- Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II – Ownership Disclosure

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the LLC who own a 10 percent or greater interest therein.

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III – Disclosure of 10% or Greater Ownership in the Stockholders, Partners, or LLC Members Listed in Part II

Please list the names and addresses of each stockholder, partner, or member owning a 10 percent or greater interest in any corresponding corporation, partnership, and/or LLC listed in Part II, other than for any publicly traded parent entities. The disclosure shall be continued until names and

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addresses of every non-corporate stockholder, individual partner, and member exceeding the 10 percent ownership criteria has been listed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV – Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the respondent; that Maestro Community Development Corporation is relying on the information contained herein; that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify Maestro CDC in writing of any changes to the information contained herein; and that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification.

Full Name (Print):		Title:	
Signature:		Date:	

Contact Information for the Respondent:

Name: _____

Address: _____

Phone: _____

Email: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

-
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

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

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

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

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

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

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

PART 1

CERTIFICATION

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

- OR**
- A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 (“Russia-Belarus list”) or in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 list”).</p>					

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

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>
www.state.nj.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 certification.

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 or 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.

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 lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (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 is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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 investment 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 Contracting Unit 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 Contracting Unit to notify the Contracting Unit 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

FORM OF CONTRACT

THIS AGREEMENT made on [date] by and between the **MAESTRO COMMUNITY DEVELOPMENT CORPORATION**, located at 2 Hope Lane, Long Branch, New Jersey 07740 (hereinafter called the “MAESTRO CDC”) and [CONSULTANT NAME], located at [address] (hereinafter called the “CONSULTANT”).

WITNESSETH, that the Maestro CDC and the Consultant, for the consideration stated herein, agree as follows:

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

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

ARTICLE 3: Agreement Term. This Agreement shall be in effect for the one-year period commencing [] and ending []. Maestro CDC shall have the sole discretion to extend the Agreement for up to four (4) successive one (1) year terms.

ARTICLE 4: Compensation. The Consultant’s compensation for the services provided according to the terms of this Agreement shall be []. The Consultant shall submit detailed monthly invoices to the Maestro CDC which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Maestro CDC’s Executive Director.

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

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

ARTICLE 7: Subcontracting. The Consultant shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as approved in writing by the Maestro CDC’s Executive Director, shall be prohibited. Approval of a subcontractor shall be granted in Maestro CDC’s sole discretion. Substitution of a subcontractor without the Maestro

CDC’s written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement.

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

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

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

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

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

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

ARTICLE 14: Non-Discrimination. The Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities

without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

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

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

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

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

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

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

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

Maestro Community Development Corporation

RFP – Financial Advisory Services 20260708

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

**MAESTRO COMMUNITY DEVELOPMENT
CORPORTATION**

Dated: _____

Sean Alfred, Executive Director

[CONSULTANT]

Dated: _____

[name], [title]