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REQUEST FOR PROPOSALS

FINANCING FOR ENERGY CONSERVATION PROGRAM

10-S-101

PART I of III

SCOPE OF SERVICES

CONTRACTS DIVISION

SUBMISSION DATE
October 29, 2010
BY 3:00PM

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**NEWARK HOUSING AUTHORITY
500 BROAD STREET
NEWARK, NEW JERSEY 07102**

REQUEST FOR PROPOSAL

FINANCING FOR ENERGY CONSERVATION PROGRAM

RFP #10-S-101

The Newark Housing Authority (NHA) is soliciting proposals from qualified firms capable of providing financing for an energy conservation program implemented through a guaranteed savings Energy Performance Contract ("ECP") with an Energy Services Company ("ESCo"). Through this Request for Proposal the Newark Housing Authority intends to borrow forty-nine million two hundred sixty-five thousand seven hundred nineteen dollars (\$49,265,719.00) at a desirable interest rate for a period not to exceed the 15-year term of its EPC.

Interested and qualified firms are invited to obtain a copy of the Scope of Services for this RFP from Shari G. Hamilton, Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, New Jersey 07102, telephone: (973) 273-6406.

A pre-proposal conference is scheduled for Friday, October 8, 2010 at 10:00 a.m. at the address noted above.

An original and five (5) copies, plus one (1) electronic version of the proposal on either a CD or disk, in MSWord or .pdf file format, of the response to this RFP shall be received no later than 3:00 p.m. on Friday, October 29, 2010, shall be submitted to:

**NEWARK HOUSING AUTHORITY
Attn: Shari G. Hamilton, Contracts Division
500 Broad Street, 5th Floor
Newark, New Jersey 07102**

All responses shall be clearly marked **"The Newark Housing Authority RFP #10-S-101, "Financing for Energy Conservation Program."**

Respondents are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action). All respondents must also comply with 24 CFR 85.36.

The NHA reserves the right to accept any and all proposals, or to waive any informality on the proposals and the right to reject proposals. No proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the due date of the proposals, without the prior written consent of the NHA.

**NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR**

RFP INFORMATION AT A GLANCE

NHA CONTACT PERSON	Shari G. Hamilton Telephone: 973.273.6406 Email: shamilton@newarkha.org
PRE-PROPOSAL CONFERENCE	Friday, October 8, 2010 TIME: 10:00 a.m. Lower Level Executive Conference Room 500 Broad Street, Newark, NJ 07102
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 5.0 of the RFP document, submit one original, five (5) "hard" copies and one "soft" copy of your proposal to the NHA Procurement & Contracts office; 2. As instructed within Section 2.3, any submissions not including the Non-Curable items will be rejected.
QUESTIONS RELATED TO RFP PROPOSAL OPPORTUNITIES DUE, IN WRITING, TO NHA	Wednesday, October 13, 2010 by 10:00 A.M. NHA Procurement & Contracts Office via email: shamilton@newarkha.org w/copy to gjackson@newarkha.org, or via facsimile to: 973.273.6459
RELEASE OF ANY REQUIRED ADDENDUM	Monday, October 18, 2010 Answers to written questions distributed by NHA via addendum.
PROPOSAL SUBMISSION DEADLINE	Friday, October 29, 2010 3:00 p.m. Newark Housing Authority Contracts & Procurement Division 500 Broad Street, 5th Floor Newark, NJ 07102 The proposal must be received in-hand and time-stamped by the NHA by no later than 3:00 p.m. on this date.

SECTION 1.0 INTRODUCTION / BACKGROUND

A. Introduction

The Housing Authority of the City of Newark ("NHA") hereby requests proposals from qualified firms (hereinafter, "Offerors") capable of providing financing for an energy conservation program implemented through a guaranteed savings Energy Performance Contract ("EPC") with an Energy Services Company ("ESCO"). The intent of the EPC is to install energy equipment and measures at NHA's developments and/or properties that will reduce energy and water consumption levels and improve equipment efficiency. Through this Request for Proposals ("RFP"), the NHA intends to borrow \$49,265,719 at a desirable interest rate for a period not to exceed the 15-year term of its EPC. The loan proceeds will be used to finance all project costs, including acquisition of equipment to be installed and other soft costs under this project. As required by the U.S. Department of Housing & Urban Development ("HUD") regulation 24 Code of Federal Regulation ("CFR") 990.185, the loan will be repaid exclusively from cost savings which are guaranteed savings to be generated after the installation of the energy conservation equipment and measures. Final approval of the finance agreement is subject to the approval of the NHA Board of Commissioners.

Offers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a designated committee of the Authority. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This would be a fact finding and explanation session and does not include negotiation. The Authority will schedule the time and location of these presentations. Oral presentations are an option of the Authority and may or may not be conducted. Notwithstanding the aforementioned, the Authority reserves the right to perform any and all necessary due diligence in assessing Offeror responsibility, and to engage in negotiations to achieve the financial objectives stated herein.

B. Background

The Housing Authority of the City of Newark is a tax-exempt governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. The Newark Housing Authority is the largest public housing authority in New Jersey and the eleventh largest in the nation. The Agency's portfolio consist of 44 public housing communities with a total of over 8,000 rental units scattered throughout the City of Newark. NHA also administers up to 4,000 Housing Choice Vouchers (Section 8) within the city limits. The NHA's 2010 estimated revenue is \$139,222,646 and the FFY2009 Capital Fund is \$17,740,315 subject to Federal Administrative Budgeting and HUD appropriations scheduling. Our mission is to invest in our families by building and maintaining affordable housing to encourage economic independence and healthy communities. NHA's three most recent Audited Financial Statements are available upon request of Offerors. A copy of the Agency's Tax-Exempt Certificate will be provided to the successful, selected Offeror.

The U.S. Department of Housing & Urban Development evaluates performance of Public Housing Agencies (PHAs) through its Public Housing Assessment System (PHAS). This system consists of four indicators used to measure efficient performance. NHA's FY2010 score is currently under review by HUD. The chart below exhibits NHA's current published score from HUD:

PHAS Indicator	2008	Maximum Score
Physical	15	30
Financial	26	30
Management	26	30
Resident	8	10
Total Score	75	100

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

- The NHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the NHA to be in its best interests.
- The NHA reserves the right not to award a contract pursuant to this RFP.
- The NHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- The NHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 120 days subsequent to the deadline for receiving proposals without the written consent of the NHA Director of Procurement & Contracts.
- The NHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The NHA shall reserve the right to at any time during the RFP or contracting processes to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- The NHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- The NHA reserves the right to award all or a portion of the award to one or more responsible responsive Offerors.

2.2 OFFEROR'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Director of Procurement & Contracts, Shari G. Hamilton, or Geraldine Sneed-Jackson, Contract Coordinator. Proposers must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the NHA to not consider a proposal submittal received from any proposer who has not abided by this directive.

2.3 NON-CURABLE ITEMS

The following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for receipt of the proposal; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the proposal submission nonresponsive and that cannot be cured by the governing body.

1. A statement of corporate ownership pursuant to NJSA 52:25-24.2
2. A listing of sub-consultants as required by NJSA 40A:11-16
3. A document from the respondent to acknowledge receipt of any notice, clarification, revisions or addenda to the advertisement or proposal documents, if applicable, the respondent acknowledges same pursuant to NJSA 40A:11-23.2e

Each proposal form must give the full business address, business phone, fax, e-mail (if available), the contact person of the respondent, and be signed by an authorized representative as follows:

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, followed by the signature and designation of the person signing.

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 in the matter.

Sole-proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2.4 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each respondent submit proof of business registration prior to contract award. Proof of registration shall be a copy of the respondent's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Be advised, all sole-proprietors may not submit their application online and must leave time to process the application by postal service. A sample of the acceptable forms of proof of NJ Business Registration is contained in Part III of this RFP.

N.J.S.A. 52:32-44 imposes the following requirements on respondents and all sub-consultants that knowingly provide goods or perform services for a respondent fulfilling this contract. The respondent shall provide written notice to its sub-consultants and suppliers to submit proof of business registration to the respondent. If the proposal includes the use of named sub-consultants, the Business Registration Certificates for those sub-consultants must be submitted prior to contract award. If the selected respondent uses sub-consultants not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Newark Housing Authority an accurate list of all sub-consultants or attest that none was used. During the term of this contract, the respondent and its affiliates shall collect and remit, and shall notify all sub-consultants and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use

Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A respondent, sub-consultants or supplier who provides false business registration information or post award, fails to provide proof of business registration for added sub-consultants shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

2.5 CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
2. All proposals pursuant to N.J.S.A. 40A: 11-13.2;
3. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
4. Multiple proposals from an agent representing competing respondents;
5. The proposal is inappropriately unbalanced;
6. The respondent is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
7. If the successful respondent fails to enter into a contract within 21 days, Sundays and holidays excepted, or unless otherwise agreed upon by the parties to the contract to extend that time. In this case of failure, the NHA may accept the proposal of the next highest scored responsible respondent. (N.J.S.A. 40A: 11-24b).

A rejected proposal shall be **DEEMED** as **NO PROPOSAL**, and the proposal shall be returned to the respondent.

2.6 METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of 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.
2. The form of contract shall be submitted by the NHA to the successful respondent. Terms of the specifications/proposal package prevail. Respondent exceptions must be formally accepted by the NHA.

2.7 PROTESTS

The NHA's policy for Protests stipulates, "Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against an award of a contract must be received within five (5) calendar days after the award of

a contract, or the protest shall not be considered. All protest shall be in writing, submitted to the Director of Procurement & Contracts, who shall issue a written decision on the matter.” The Director of Procurement & Contracts may, after concurrence of the Chief Legal Officer and with approval of the Executive Director, at his or her discretion, suspend the procurement pending resolution of the protest if warranted by the facts presented.

SECTION 3.0 SCOPE OF SERVICES

Proposal must address the Offeror’s ability to meet the scope of services outlined below.

The selected Offeror shall be available to provide financing of NHA’s Energy Conservation Program under acceptable terms and conditions, utilizing the EPC savings as the sole source of repayment. The scope of services includes, but is not limited to, the following activities:

- Provide financing to NHA for the Energy Performance Contract in an amount of approximately forty-nine million two hundred sixty-five thousand seven hundred nineteen dollars (\$49,265,719.00).
- Outline the debt instrument firm proposes for its agreement with a governmental agency such as NHA, (e.g. tax-exempt lease agreement, loan agreement); describe the benefits, pros and cons (if any) of the proposed method;
- Assign firm members to implement the loan agreement with NHA who are experienced and familiar with transactions of this nature, including working with Housing Authorities, the public sector or similar agencies of comparable size;
- Assign an experienced, professional lead member of the Offeror’s firm as primary contact to provide client support customer services throughout the term of the agreement with NHA;
- Perform all the necessary duties to prepare financial agreement documents;
- Set up an efficient method to disburse funds for swift payment for services rendered;
- Work cooperatively with NHA and the Energy Services Company to secure all necessary regulatory approvals related to financing this project;
- Assist NHA, where necessary, with any post-closing reporting or other program requirements related to the financing of the energy conservation program. An example of such assistance may consist of verification and/or confirmation of financial transactions with the NHA;
- Providing other ancillary services as NHA may request as it relates to financing the program, and agreed upon by both parties. Such services may include participation in meetings and presentations, updates on industry matters that may affect the financial agreement with NHA.

SECTION 4.0 PROPOSAL REQUIREMENTS

The purpose of the Proposal is to allow the Offeror to demonstrate its: qualifications, experience, and competitive differentiators; understanding of the Authority’s energy conservation program objectives, regulatory requirements, financial preferences; and ability to

provide the requisite array and level of service(s). The proposal should address all the points outlined herein:

4.1 LETTER OF INTEREST:

The letter of interest should include an affirmative statement of interest in the RFP, the name of the respondent, the location of the principal place of business, the type of business entity (e.g., corporation, partnership, etc.), and the state of organization. The name of the primary contact person must accompany the submission, along with direct contact information.

4.2 NON-CURABLE DOCUMENTS:

Stockholders Disclosure Certification - N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, the bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Listing of sub-contractors and certification form – A signed listing of all sub-contractors to be used, and completion of certification form for each.

Acknowledgement of Receipt of Addenda/Clarifications – A document provided by Newark Housing Authority in the proposal documents for the respondent to acknowledge the its receipt of any notice, revisions, addenda or clarifications to the advertisement or proposal documents.

4.3 ORGANIZATIONAL AND PERSONNEL BACKGROUND:

4.3.1 Overview

- a. Provide an overview of firm and any associated team members, emphasizing the qualifications and major organizational strengths and achievements that would serve NHA and its purpose.
- b. Identify and provide brief resumes of the specific individuals who would be assigned to work with the NHA, and specify which team member(s) would be the primary person(s) working with NHA.

4.3.2 Experience

- a. Describe firm's experience in financing Energy Performance Contracts and/or other similar transactions with other housing authorities. Provide current contact information (name, title, telephone number, facsimile, email) for three (3) to five (5) other housing authorities or clients firm has provided financing **of a similar nature and size**.
- b. Describe any alternative, creative financing structure or program suitable for implementing an Energy Performance Contract by a governmental entity, such as NHA, previously executed by firm. Outline the pros and any cons associate with this method for consideration.
- c. Describe any unique features or capabilities that distinguish firm from its competitors.
- d. Provide a summary, in chart form, of the financing of Energy Performance Contract transactions that the financing team has closed or has in process.

4.4 FINANCE INSTRUMENT:

4.4.1 Type of Debt Instrument

Describe the type of debt instrument(s) proposed and advantages to NHA of the debt instrument(s).

4.4.2 Term

Specify the maximum term and any other available maturity terms as well as available payment schedules. Specifically, describe options for the frequency of principal and interest payments based on a 24-month draw schedule.

NHA seeks to structure the financing such that payments to finance the total project cost, plus payments for ongoing incremental project maintenance shall be paid in full by the value of measured energy savings resulting from the project. The Offeror may propose any underlying project financing mechanism as long as it meets the objectives above and complies with applicable HUD and state laws, rules and regulations. Therefore, describe methods of financing that your firm has engaged in for financing Energy Performance Contracts. Include other financing approaches or resources that may be beneficial to NHA for implementing an Energy Performance Contract.

4.4.3 Interest Rate

- a. Preference will be given to lenders who offer a lock and drop interest rate. The NHA desires to lock the interest rate for 30 days after NHA accept Offeror's proposal; and that lender offer indexing thereafter, should rate decreases occur beneficial to the NHA. Describe in detail the method of determining the interest rate for the transaction. List in full detail the index used to derive the interest rate.
- b. Utilizing the methodology described in 4.4.3.a, specify the fixed rate for financing an EPC if the rate were established as of **November 1, 2010** for a **fifteen-year term**.

4.4.4 Fees, Costs, and Penalties

State the origination or financing fee for the transaction, what is included in the fee, and how it is to be paid. List all closing costs, issuance costs, wire transfer fees and any other fees, cost or penalties the NHA could be subject to; offer a detailed explanation of each. No percentages or adjustable amounts are permitted, except for pre-payment of debt service. No debt breakage or other penalty is allowed if project does not close within thirty (30) days of agree-upon time frame.

4.4.5 Amortization Schedule

Provide an Amortization Schedule taking into consideration estimated total payments outlined in the **Estimated Yearly Cost and Project Cash Flow Chart (Attachment A)**. All closing costs/issuance costs must be included in the Amortization Schedule.

4.4.6 Security

The ESCO will provide a savings guarantee to the NHA through its Energy Service Agreement. Describe how this risk mitigation associated with this transaction will impact positively on the interests and other costs associated with this transaction. In light of the foregoing, describe the security required for the financing and any additional obligations of NHA and the ESCO associated with the proposed transaction.

4.4.7 Other Credit Criteria/Covenants

Describe any other financing criteria requirements or covenants related to the financing product being offered; including, but not limited to: (Be specific)

- a. Ratings

- b. Credit-enhancement
- c. Debt service reserves
- d. Capitalized interest
- e. Additional debt test
- f. Any other financing criteria requirements

4.4.8 Transaction Costs

Prepare a Borrowing Analysis using a **fifteen-year** benchmark demonstrating the costs associated with each alternative. Please attach details of the costs associated with each alternative of the Borrowing Analysis.

4.4.9 Trustee/Escrow Requirements

Describe the role of the Trustee or an Escrow Agent, if any, in the proposed financing along with estimated costs for the issue since there is a **24-month draw schedule**.

4.4.10 Construction Draw Procedure

As indicated above, the draws will be for a **period of 24 months**. Please outline available construction draw procedures and assistance in mitigating negative arbitrage. Draw down will occur only at NHA's request upon review and approval of invoices. Funds must be disbursed by wire transfer to account established by the Energy Services Company.

4.4.11 Pre-payment Options

Describe any pre-payment options and/or restrictions.

4.4.12 Annual Compliance Monitoring/Servicing/Trustee Services

Describe any annual Compliance Monitoring/Trustee servicing or any other related services required by the Offeror as part of an EPC financing transaction. **Any response to the RFP which requires the NHA to maintain its principal banking relationship with the Offeror or the Offeror's designee, or requires any kind of restrictive financial covenant will be rejected.**

4.5 FINANCIAL STATEMENT

Offeror, and any joint venture partner shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable to the NHA.

4.6 OTHER REQUIRED SUBMISSION DOCUMENTS:

Each Offeror is required to submit, in addition to those listed in items 4.1-4.5, the documents included in the *Submission Documents* package. These include:

- Checklist
- Evaluation Form
- Affirmative Action Compliance Notice
- Affidavit of Non-Collusion
- Affidavit of Non-Default

- Drug Free Work Place Certification
- Debarment Statement – submit notarized statement, on the firm's letterhead, that the respondent or partner are not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
- Liens, suits or judgments – submit notarized statement on the firm's letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- Form HUD 5369-C: Certifications and Representations of Offerors
- Form HUD 2530: Previous Participation Certification
- Business Registration Certificate – N.J.S.A. 52:32-44 requires that each vendor submit proof of business registration prior to contract award. Proof of registration shall be a copy of the firm's Business Registration Certificate (BRC). If the proposal includes the use of named sub-consultants, the Business Registration Certificates for those sub-consultants must also be submitted prior to contract award.
- Joint venture agreement (if applicable).

SECTION 5.0 GENERAL INSTRUCTIONS

Proposal Submission deadline is Friday, October 29, 2010 at 3:00 p.m. It is the Offeror's responsibility that proposals are presented to the owner at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. If the 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.

Offerors are asked to submit an original and five (5) copies, plus one (1) electronic version of the proposal on either a CD or disk, in MSWord or .pdf file format addressed to NEWARK HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the respondent written on the face of the package, and clearly marked "PROPOSAL" with the RFP title and proposal number.

5.1 QUESTIONS

All communications, including questions and requests for information, must be addressed in writing to: Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, N.J. 07102, Attention: Shari Hamilton, Director of Procurement & Contracts, or via email to shamilton@newarkha.org, with copy to Geraldine Sneed-Jackson, gjackson@newarkha.org, or via facsimile 973.273.6459. The deadline for receipt of questions pertaining to this proposal will be Wednesday, October 13, 2010 by 10:00 a.m.

The Director of Procurement & Contracts will respond to all such inquiries in writing by addendum to all prospective proposers (i.e., firms or individuals that have obtained the RFP documents). During the RFP solicitation process, the NHA will NOT conduct any ex parte (a substantive conversation—when decisions pertaining to the RFP are made—between the NHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers.

5.2 INTERPRETATION AND ADDENDA:

The Offeror should rely only on representations, statements or explanations, contained in this RFP, any documents that the Authority has provided the Offeror, which are referred to in this RFP, and in such formal written addenda as are issued by the Authority prior to the Proposal Submission Deadline.

5.3 DESCREPANCIES IN PROPOSALS

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

SECTION 6.0 EVALUATION AND SELECTION CRITERIA

NHA will make its selection based upon the evaluation criteria described below. NHA will evaluate only those firms whose proposals are responsive to the requirements of this RFP. The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. Responses may receive a maximum score of one hundred (100) points (plus a maximum of 5 Bonus Points) subdivided as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
Cost Efficiency of the Proposed Transaction. NHA will evaluate the net Present Value of the cash cost outflow of the transaction. This evaluation will include, but will not be limited to consideration of origination fees, interest rates, and costs associated with servicing of the loan. The Offeror must identify when the fees must be paid.	45
Terms and Conditions of the Transaction. NHA will evaluate the terms and conditions required to close the transaction and the terms and conditions for the duration of the loan. Consideration will be given to such terms as non-cash stipulations associated with closing or repayment.	25
Experience of Firm and Staff. The Offeror's prior successful experience in providing financing in connection with HUD's Energy Performance Contracting and/or financing a project of a similar nature and size.	20
Capacity. The size of the firm and its ability to manage and meet the financial commitments as needed by NHA.	10
Minority/Women-Owned Business Enterprise Utilization. Offeror's demonstrated ability to utilize Minority/Women Owned Business in the financing transaction.	5 BONUS
TOTAL AVAILABLE POINTS	105

The NHA will make an award to the responsible Respondent whose offer conforms to the solicitation and is most advantageous to the NHA (i.e. that which represents the best value to the NHA), cost or price and other factors considered.

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Offeror shall furnish to the Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The Authority shall be named additionally insured in the Comprehensive General Liability Insurance policy.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the services are to be provided.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the services with a limit of not less than \$1,000,000 with a deductible not more than \$10,000.
- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- d. Comprehensive Automobile Liability Insurance covering non-owned and hired vehicles, as well as for owned vehicles for bodily injury and property damage with a combined single limit of no less than \$1,000,000.00 (each accident) per occurrence.
- e. Where an amendment to the policies is required as a result of a contract with the Authority, the amendment shall be made prior to the signing of said contract.

The Offeror shall require each of the sub-consultants to furnish it with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. This shall be submitted for review and approval prior to commencement of the sub-consultant's activities. Certificates of insurance are to be forwarded to the Authority upon receipt by the Offeror.

7.2 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION STATEMENT AND SECTION 3 CLAUSE

The goal of the Affirmative Action Program is thirty percent (30%) of the dollar value of the total contract awards and purchases during the fiscal year. The Respondent's commitment to Affirmative Action and Minority Business Enterprises shall be demonstrated by submittal of evidence indicating:

1. An active Affirmative Action Program, hiring practices, minorities in upper management positions and/or minority ownership.
2. The utilization of minority owned businesses as subcontractors or Joint Venture partners.

3. SECTION 3 CLAUSE:

- 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 March 17, 1999, 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 who are recipients of HUD assistance for housing, and with this contract.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Respondent 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 Respondent's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Respondent agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Respondent will not subcontract with any sub-consultant where the Respondent has notice or knowledge that the sub-consultant has been found in violation of the regulations in 24 CFR Part 135.
- E. The Respondent will certify that any vacant employment positions, including training positions, that are filled (1) after the Respondent is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Respondent's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination

and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

4. MANDATORY AFFIRMATIVE ACTION CERTIFICATION (The following are mandatory requirements of this proposal and contract.)

For Goods and Services: 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.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The Respondent's submission will be rejected as non-responsive if either one of the required documents is not submitted in the specified time frame.

7.3 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 Americans with Disabilities language that is included as Appendix A of the sample contract and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

7.4 TRUTH IN CONTRACTING

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

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers 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.

- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Respondents should consult the statutes or legal counsel for further information.

7.5 TERMINATION OF CONTRACT

1. If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the Respondent shall violate any of the requirements of the contract, the NHA shall there upon have the right to terminate the contract by giving written notice to the Respondent of such termination and specifying the effective date of termination. Such termination shall relieve the NHA of any obligation for balances to the contractor of any sum or sums set forth in the contract. The NHA will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the Respondent shall not be relieved of liability to the NHA for damages sustained by the owner by virtue of any breach of the contract by the Respondent and the NHA may withhold any payments to the Respondent for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Respondent is determined.
3. The Respondent agrees to indemnify and hold the owner harmless from any liability to sub-consultants/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.
4. In case of default by the Respondent, the NHA may procure the goods or services from other sources and hold the Respondent responsible for any excess cost.
5. 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, the NHA reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the Respondent disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party; all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the NHA. 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 the NHA. The NHA may terminate the contract for convenience by providing 60 calendar days advanced notice to the Respondent.

7.6 PAY TO PLAY

Starting in January, 2007, 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 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.7 FORM OF AGREEMENT/CONTRACT AWARD

The closing and other loan documents associated with the financing will constitute the agreement between NHA and the Lender. The award of this contract is subject to approval of the Newark Housing Authority Board of Commissioners.

Newark Housing Authority
RFP 10-S-101 Financing for Energy Conservation Program
Attachment A - Estimated Yearly Cost and Cash Flow

Escalation Factors	
Energy Costs	4.25%

Installation Price	
Total Amount Financed	\$50,868,419
External Financing Rate	5.00%
Term (Years)	15
Based on annual payments	

Other Amounts	
Annual Energy Savings	\$3,949,615

		Loan Year														
	Construction period*	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Project Costs																
Installation Price	\$50,868,419															
Project Revenues																
Energy Savings		\$3,949,615	\$4,117,473	\$4,292,466	\$4,474,896	\$4,665,079	\$4,863,345	\$5,070,037	\$5,285,513	\$5,510,148	\$5,744,329	\$5,988,463	\$6,242,973	\$6,508,299	\$6,784,902	\$7,073,260
Project Lease																
Loan Amount	\$50,868,419															
Debt Service		\$3,839,615	\$4,005,273	\$4,178,022	\$4,358,163	\$4,546,011	\$4,741,896	\$4,946,159	\$5,159,157	\$5,381,265	\$5,612,868	\$5,854,373	\$6,106,201	\$6,368,792	\$6,642,605	\$6,928,117



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

Board of Commissioners
GLORIA CARTWRIGHT
LENIN CRUZ
RASHARD CASEY
ANGELLA PALMER
NANCY PEREZ

REQUEST FOR PROPOSALS

FINANCING FOR ENERGY CONSERVATION PROGRAM

RFP #10-S-101

PART II of III

STANDARD DOCUMENTS

CONTRACTS DIVISION

SUBMISSION DATE
OCTOBER 29, 2010
BY 3:00PM

NEWARK HOUSING AUTHORITY
FINANCING FOR ENERGY CONSERVATION PROGRAM

10-S-101

PART II

STANDARD DOCUMENTS

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PART II

SECTION 1

SAMPLE CONTRACT

(INTENTIONALLY OMITTED)

PART II

SECTION 2

INSTRUCTIONS TO OFFERORS (FORM HUD 5369-B)

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 and 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:]

PART II

SECTION 3

CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS, NONCONSTRUCTION CONTRACTS (FORM HUD 5369-C)

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

PART II

SECTION 4

CODE OF FEDERAL REGULATIONS TITLE 24, PART 85.36

Code of Federal Regulations
 Title 24, Volume 1
 [Revised as of April 1, 2010]
 From the U.S. Government Printing Office via GPO Access
 [CITE: 24CFR85.36]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

PART 85 ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL

Subpart C_Post-Award Requirements

Sec. 85.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

[53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

Board of Commissioners
GLORIA CARTWRIGHT
LENIN CRUZ
RASHARD CASEY
ANGELLA PALMER
NANCY PEREZ

REQUEST FOR PROPOSALS

FINANCING FOR ENERGY CONSERVATION PROGRAM

RFP #10-S-101

PART III of III

SUBMISSION DOCUMENTS

CONTRACTS DIVISION

SUBMISSION DATE
October 29, 2010
BY 3:00PM

**RFP #10-S-101
FINANCING FOR ENERGY CONSERVATION PROGRAM**

SUBMISSION CHECKLIST

(PLEASE CHECK OFF EACH ITEM TO ENSURE COMPLETION OF YOU SUBMISSION)

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
1. LETTER OF INTEREST		
2. NON-CURABLE ITEMS		
• Stockholder Disclosure Certification (<i>provided within</i>)		
• Listing of Sub-consultants and Certification Form (<i>provided within</i>)		
• Acknowledgement of Addenda/Clarifications (<i>provided within</i>)		
3. ORGANIZATIONAL AND PERSONNEL BACKGROUND		
4. FINANCE INSTRUMENT		
5. FINANCIAL STATEMENT		
6. OTHER REQUIRED SUBMISSION DOCUMENTS		
• Evaluation form (provided within)		
• Affirmative Action Documents (provided within)		
• Affidavit of Non-Collusion (provided within)		
• Affidavit of Non-Default (provided within)		
• Drug Free Work Place Certification (provided within)		
• Debarment Statement		
• Liens, Suits and Judgments Statement		
• Copy of Joint Venture Agreement (if applicable)		
• Previous Participation Certification, HUD 2530 (provided within)		
• HUD Form 5369-C (provided within)		
• Business Registration Certificate(s) for Respondent Firm and all Named Sub-consultants (<i>only documents represented by the provided samples will be accepted</i>)		

*******NON-CURABLE ITEM*******

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Must Be Included with Proposal Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership
Limited Partnership
Subchapter S Corporation

Corporation
Limited Liability Corporation

Sole Proprietorship
Limited Liability Partnership

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Sworn to and subscribed before me this
day

of _____, 2010

(Affiant)

(Print name & title of affiant)

Notary Public

*******NON-CURABLE ITEM*******

SUB-CONSULTANT LISTING

Please list the names of all sub-consultants to be used on this project. (Add additional sheets where necessary). The sub-consultant certification form must be completed for each firm listed.

All sub-consultants designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated sub-consultant shall also be provided with the bid. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

☐

The Respondent firm will not use any subcontractors.

THIS FORM TO BE SIGNED AND SUBMITTED BY THE RESPONDENT FIRM

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2010

(CORPORATE SEAL)

Notary Public

*****NON-CURABLE ITEM*****

SUB-CONSULTANT CERTIFICATION FORM

All sub-consultants designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated sub-consultant shall also be provided with the bid. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

Please print the following information legibly. **NOTE:** Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-consultant been engaged in this particular field? ____ years.

Sub-consultant
Firm Name

Address

Contact Person

Telephone #

Facsimile #

Trade

State License #

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUB-CONSULTANT

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2010

(CORPORATE SEAL)

Notary Public

Provide a list of relevant contracts (company/firm) completed by sub-consultants within the last two (2) years. **DO NOT INCLUDE WORK WITH THE HOUSING AUTHORITY OF THE CITY OF NEWARK.**

(This form may be duplicated.)

1.

Company Name	Telephone #	Completion Date
Address	Contact Person	
City/State/Zip	Contract Amount	
2.

Company Name	Telephone #	Completion Date
Address	Contact Person	
City/State/Zip	Contract Amount	
3.

Company Name	Telephone #	Completion Date
Address	Contact Person	
City/State/Zip	Contract Amount	

*******NON-CURABLE ITEM*******

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATION

The undersigned hereby acknowledges receipt of the following Addenda/Clarification:

<u>Addendum/Clarification Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda/clarification was received:

Acknowledged for: _____
(Name of Respondent Firm)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 2010

Notary Public

****NOTE: THIS DOCUMENT MUST BE COMPLETED WHETHER OR NOT AN
ADDENDA/CLARIFICATION WAS ISSUED.**

EVALUATION CRITERIA FORM
RFP #10-S-101
FINANCING FOR ENERGY CONSERVATION PROGRAM

EVALUATION CRITERIA	MAXIMUM POINTS
Cost Efficiency of the Proposed Transaction. NHA will evaluate the net Present Value of the cash cost outflow of the transaction. This evaluation will include, but will not be limited to consideration of origination fees, interest rates, and costs associated with servicing of the loan. The Offeror must identify when the fees must be paid.	45
Terms and Conditions of the Transaction. NHA will evaluate the terms and conditions required to close the transaction and the terms and conditions for the duration of the loan. Consideration will be given to such terms as non-cash stipulations associated with closing or repayment.	25
Experience of Firm and Staff. The Offeror's prior successful experience in providing financing in connection with HUD's Energy Performance Contracting and/or financing a project of a similar nature and size.	20
Capacity. The size of the firm and its ability to manage and meet the financial commitments as needed by NHA.	10
Minority/Women-Owned Business Enterprise Utilization. Offeror's demonstrated ability to utilize Minority/Women Owned Business in the financing transaction.	5 BONUS
TOTAL AVAILABLE POINTS	105

Acknowledged for: _____
(Name of Respondent Firm)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Sworn to and subscribed before me this ____ day of _____, 2010

Notary Public

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

ENTERPRISE PARTICIPATION

That I am the party making the foregoing proposal or bid and will comply with the requirements of the Minority Business Enterprise Participation Program of the Housing Authority of the City of Newark, and that if awarded a contract the intends to acquire the percentages of goods and service stated below minority business enterprises:

Name, Address & Phone No. of <u>Minority Business Enterprise</u>	Percent of Bid <u>Dollar Value</u>	<u>Product or Service</u>
---	---------------------------------------	---------------------------

I understand that nothing herein obligates the Housing Authority of the City of Newark to approve of said Minority Business Enterprise as a supplier or subcontractor for the goods and services stated; and that the Authority may require this firm to substitute other suppliers or subcontractors in place of those specified. In addition, I understand that nothing herein gives any Minority Business Enterprise an enforceable right against the Housing Authority of the City of Newark.

FIRM NAME	AUTHORIZED SIGNATOR
-----------	---------------------

DATE	TITLE
------	-------

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____ :
COUNTY OF _____ : SS

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantages against the Newark Housing Authority, or any person interested in the proposed contract; and that all statements in said Bid are true.
2. The bidder further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a bidder, but may be grounds for administrative suspension or grounds for consideration by NHA as to whether NHA should decline to award a contract to such a bidder on the basis of a lack of responsibility. If bidder has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

AUTHORIZED SIGNATOR

DATE _____

TITLE

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public

AFFIDAVIT OF NON-DEFAULT

STATE OF _____ :
COUNTY OF _____ : SS

The undersigned, being duly sworn according to law, deposes and says that, as the party making the foregoing Proposal: I certify as follows:

1. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
2. That for the period beginning 10 years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
3. To the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning me or work under any of my contracts.
4. There has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.
5. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.)
6. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of the City of Newark or the Newark Housing Authority from doing business with such Department or Agency.
7. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
8. All the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this proposal.
9. To my knowledge I have not been found by HUD or the State of New Jersey to be in noncompliance with any applicable civil rights laws.
10. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
11. I am not an officer or employee or commissioner of the Newark Housing Authority who is prohibited or limited by law from contracting with the NHA.

12. For the period beginning 5 years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.
13. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances, which I think, helps to qualify me as a responsible Principal for participation in this project.

FIRM NAME

AUTHORIZED SIGNATOR

DATE

TITLE

Sworn to and subscribed before me this ____ day of _____, 2010.

Notary Public

DRUG-FREE WORK-PLACE CERTIFICATION

DRUG-FREE WORK-PLACE ACT OF 1988

41 U.S.C. 701, et seq.

54 FED. REG. 4946, et seq.

The undersigned hereby certifies that he/she will provide a drug-free work-place by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Respondent's work-place and specifying the actions that will be taken against employees for violation of such prohibition;

1. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place;
 - b. The Respondent's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employee for violations occurring in the work place;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a):
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the Respondent of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction;
4. Notify the Newark Housing Authority ("NHA") within ten (10) days after receiving notice under Subparagraph (d) (2) from an employee, or otherwise receiving actual notice, of such conviction;
5. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph (d) (2), with respect to any employee who is so convicted;
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

7. Respondent is presently working at the following NHA Sites _____; or () none.

FIRM NAME

AUTHORIZED SIGNATOR

DATE

TITLE

Sworn to and subscribed before me this _____ day of _____, 2010.

Notary Public

CERTIFIED STATEMENT OF NON-DEBARMENT

**PROVIDE NOTARIZED STATEMENT ON
COMPANY LETTERHEAD**

**CERTIFIED STATEMENT
LIENS, SUITS, JUDGMENTS
PROVIDE NOTARIZED STATEMENT ON
COMPANY LETTERHEAD**

JOINT VENTURE AGREEMENT (IF APPLICABLE)

Previous Participation Certification FORM HUD-2530

Previous Participation Certification

U.S. Department of Housing
and Urban Development
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp11/30/2012)

Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification

For HUD HQ/FmHA use only

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)

☐ Existing

☐ Rehabilitation

☐ Proposed (New)

List of all proposed Principal Participants and attach organization chart for all organizations.

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)

8. Role of Each
Principal in Project

9. Expected % Owner
ship Interest in Project

10. Social Security or IRS
Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification. Verify that neither you nor any of your principals or affiliates have ever been found to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105 (a). If you or any of your principals or affiliates have been found to be in noncompliance with any such requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31U.S.C. 3729, 3802)

I further certify that:

1. Schedule A contains a listing of every assisted or

insured project of HUD, USDA FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.

a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;

b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;

c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;

d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;

e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a

complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.

g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.

3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.

5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA

6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a).

7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "**No previous participation, First Experience.**"

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation? If "Yes," explain			6. Last Mgmt. and/or Physical Inspc'tn Rating and Date
				Yes	No		

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

Date (mm/dd/yyyy)	Telephone Number and Area Code	☐ A. No adverse information; form HUD-2530 approval is recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other, our memorandum is attached.
Supervisor		Director of Housing / Director, Multifamily Division	Approved ☐ Yes ☐ No
		Date (mm/dd/yyyy)	

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all parties applying to become principal participants in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity, that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arms length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, management, change in ownership, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List**." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen and strike through those parts that differ with your record, then sign and certify to that remaining part which does describe you or your record.

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations who will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval for participation in this HUD program.

**CERTIFICATIONS AND REPRESENTATIONS OF
OFFERORS, NON CONSTRUCTION CONTRACTS
FORM HUD 5369-C**

SAMPLE

BUSINESS REGISTRATION CERTIFICATES (only these forms will be accepted!)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252	
TAXPAYER NAME:	TAX REGISTRATION TEST ACCOUNT	TRADE NAME:	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	970-097-382/500	SEQUENCE NUMBER:	0107330
ADDRESS:	847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE:	07/14/04
EFFECTIVE DATE:	01/01/01	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)		This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	