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REQUEST FOR PROPOSALS

#13-S-011

INVESTMENT ADVISOR SERVICES

PART 1 OF 3

SCOPE OF SERVICES

CONTRACTS DIVISION

SUBMISSION DATE
JUNE 18, 2013
BY 3:00PM

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NEWARK HOUSING AUTHORITY**REQUEST FOR PROPOSALS
13-S-011
INVESTMENT ADVISOR SERVICES**

The Newark Housing Authority ("NHA") is requesting proposals from experienced firms to provide investment advisory services as requested and required by the Authority's Chief Financial Officer.

Interested professionals with recent, demonstrated ability to perform comparable work are invited to obtain a copy of the full RFP at www.newarkha.org or from the Contracting Officer, Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, New Jersey 07102, email contractingofficer@newarkha.org.

A pre-proposal conference is scheduled for Wednesday, May 29, 2013 at 2:00 p.m. at the address noted above.

An original and four (4) copies, plus one (1) electronic version of the response, on a CD or flash drive, in MSWord or .pdf format, to this RFP shall be received no later than 3:00 pm on Tuesday, June 18, 2013, as follows:

NEWARK HOUSING AUTHORITY
Attn: Contracting Officer
500 Broad Street, 5th Floor
Newark, New Jersey 07102

All responses shall be clearly marked "**RFP #13-S-011, INVESTMENT ADVISOR SERVICES.**"

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 qualifications, or to waive any minor informality contained in the proposals and the right to reject any and all proposals. No proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the due date of this RFP, without the prior written consent of the NHA.

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

RFP INFORMATION AT A GLANCE

NHA CONTACT PERSON	Contracting Officer Email: contractingofficer@newarkha.org
PRE-PROPOSAL CONFERENCE	Wednesday, May 29, 2013 2:00 pm. 5 th Floor Conference Room 500 Broad Street Newark, New Jersey 07102
QUESTIONS FROM PRESPECTIVE RESPONDENTS ARE DUE TO NHA BY	Monday, June 3, 2013 at 10:00 am.
ANSWERS ISSUED BY ADDENDUM	Wednesday, June 5, 2013 via email and posted at www.newarkha.org
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A RESPONSE	1. As instructed within Section 5.0 of the RFP document, submit one (1) original, four (4) "hard copies" and one (1) electronic copy of your proposal to the NHA Contracts & Procurement Division office; 2. As instructed within Section 2.3, any submissions not including the Non-Curable Items will be rejected.
RFP SUBMISSION DATE	Tuesday, June 18, 2013 3:00 pm Newark Housing Authority Contracts & Procurement Division 500 Broad Street, 5 th Floor Newark, New Jersey 07102 The proposal must be received in-hand and time-stamped by the NHA by no later than 3:00 pm on this date.
INTERVIEW SHORT LISTED RESPONDENTS (if necessary)	Monday, July 8, 2013 at 500 Broad Street, Newark, NJ 07102
ANTICIPATED AWARD DATE	Thursday, July 23, 2013 by action of the Board of Commissioners

SECTION 1.0 INTRODUCTION/BACKGROUND

1.1 The Newark Housing Authority (NHA) is a governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. Charged with providing affordable, decent, safe and sanitary housing for low-income persons, the NHA is the largest provider of affordable housing in the State of New Jersey.

1.2 The Newark Housing Authority's NHA mission is to invest in families by building and maintaining affordable housing to encourage economic independence and healthy communities.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

2.1.1 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.

2.1.2 The NHA reserves the right not to award a contract pursuant to this RFP.

2.1.3 The NHA reserves the right to make multiple awards pursuant to this RFP.

2.1.4 The NHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful respondent(s).

2.1.5 The NHA reserves the right to determine the days, hours and locations that the successful respondent(s) shall provide the services called for in this RFP.

2.1.6 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 and Contracts.

2.1.7 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.

2.1.8 The NHA shall have no obligation to compensate any respondent for any costs incurred in responding to this RFP.

2.1.9 The NHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.2 RESPONDENT'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the respondent to address all communication and correspondence pertaining to this RFP process to the Contracting Officer at **contractingofficer@newarkha.org**. Respondents 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 respondent who may has not abided by this directive.

2.3 NON-CURABLE ITEMS

2.3.1 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 unresponsive and that cannot be cured by the governing body.

2.3.1.1 A statement of corporate ownership pursuant to NJSA 52:25-24.2;

2.3.1.2 A listing of sub-contractors/sub-consultants as required by NJSA 40A:11-16;

2.3.1.3 A document for the respondent to acknowledge receipt of any notice or revisions or addenda to the advertisement or proposal documents, or if applicable, the respondent acknowledges same pursuant to NJSA 40A:11-23.2e

2.3.2 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:

2.3.2.1 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.

2.3.2.2 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.

2.3.2.3 Sole-proprietorship shall be signed by the proprietor.

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

2.4 PROOF OF BUSINESS REGISTRATION

2.4.1 NJSA 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/nibgs 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 3 of this RFP.

2.4.2 NJSA 52:32-44 imposes the following requirements on respondents and all sub-contractors that knowingly provide goods or perform services for a respondent fulfilling this contract: The respondent shall provide written notice to its sub-contractors to submit proof of business registration to the respondent. If the proposal includes the use of named sub-contractors/sub-consultants, the Business Registration Certificates for those sub-contractors must be submitted prior to contract award. If the selected respondent uses sub-contractors/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-contractors/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-contractors/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, (NJSA 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

2.4.3 A respondent or sub-contractor/sub-consultant who provides false business registration information or post award, fails to provide proof of business registration for added sub-contractors/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

2.5.1 Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to NJSA 40A: 11-23.2
2. All proposals pursuant to NJSA 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 NJSA 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. (NJSA 40A: 11-24b)

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

2.6 METHOD OF CONTRACT AWARD

2.6.1 The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of NJAC 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

2.6.2 The form of contract shall be submitted by the NHA to the successful respondent. Terms of the proposal package prevail. Respondent exceptions must be formally accepted by the NHA.

2.7 PROTESTS

2.7.1 The NHA's policy for Protests stipulates, "Any actual or prospective respondent may protest the solicitation or the award of a contract. In the case of a protest to a solicitation, such challenge must be in writing and submitted to the Contracting Officer, or her/his designee no less than three (3) business days before the due date for receipt of proposals, and any protest against the award of a contract must be received within five (5) business days after contract award, or the protest will not be considered. The Contracting Officer or her/his designee shall review the matter of the challenge and issue a written decision on the matter. Challenges filed after that time period shall be considered void and thereupon having no effect on the NHA from awarding a contract.

2.7.2 The respondent shall provide the following:

- 2.7.2.1 Name, address and telephone number, and email address of the person filing the protest;
- 2.7.2.2 Indicate/specify the Bid/RFP number and the description of the solicitation;
- 2.7.2.3 Provide a detailed statement specifying the nature of the complaint;
- 2.7.2.4 Supporting exhibits, evidence, documents to substantiate any arguments; and
- 2.7.2.5 Specify the form of relief being sought (including costs, if any).

2.7.3 The Contracting Officer or her designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Contracting Officer, after concurrence of the Chief Legal Officer and with approval by the Executive Director, may suspend the procurement pending resolution of the protest, if it is warranted by the facts and findings discovered by the Contracting Officer or her designee in the review of the protest matter.

SECTION 3.0 INTENT AND OBJECTIVES; SCOPE OF SERVICES

3.1 INTENT

3.1.1 The Newark Housing Authority ("NHA") is seeking proposals from investment advisory firms that are registered with the Securities and Exchange Commission and the State of New Jersey, and intends to award a contract for portfolio management services for NHA's investment portfolio. NHA is seeking an investment advisor who demonstrates extensive experience to provide certain services related to the investment of NHA's funds, as well as investment advice, reporting, Investment Policy updates, and other services as may be recommended.

3.1.2 NHA's investment objects, in order of importance, are to:

- preserve principal;
- maintain sufficient liquidity;

- maximize interest income from the portfolio within the confines of its Investment Policy;
- improve operational efficiency and information flow related to the portfolio; and
- improve investment capabilities and reduce current expenses for fees.

The selected respondent to this solicitation must have the ability to meet NHA requirements which include, but are not limited to those detailed in section 3.2 SCOPE OF SERVICES.

3.2 SCOPE OF SERVICES

Services include, but are not be limited to the following:

3.2.1 Work with NHA staff to review long term cash management needs and develop an investment strategy and maturity schedule to meet those needs.

3.2.2 Evaluate market risk and develop strategies that minimize the impact of such risk on the portfolio.

3.2.3 Assist NHA with independent auditor requests regarding the investment portfolio and related information.

3.2.4 Advise NHA of any proposed or enacted changes in federal or state laws that may affect NHA's allowed investments and its portfolio.

3.2.5 Provide assurance of portfolio compliance with applicable policies and laws.

3.2.6 Establish an appropriate performance benchmark.

3.2.7 Assist with regularly updating of the NHA Investment Policy for its periodic approval by the NHA Board of Commissioners, and assist with incidental updates that may arise on an irregular basis per NHA request or as may be advisable for NHA to implement.

3.2.8 Regularly assist NHA to invest proceeds from bonds, loans, or other sources, by performing all trade executions in securities as approved in NHA's Investment Policy. Investment Advisor will provide all trade documentation; and ensure investment practices and procedures comply with State of New Jersey laws and regulations, and NHA Investment Policy.

3.2.9 Monitor investment credit ratings and make recommendations as may be appropriate.

3.2.10 Review and recommend appropriate safekeeping arrangements.

3.2.11 Provide monthly investment reports including all relevant information.

3.2.12 Advise NHA of relevant economic and market information that NHA should be aware of in managing its investments.

3.3 *RESERVED*

3.4 CONTRACT TERM

3.4.1 The term of the contract will be for one (1) year with an option to renew for two (2) additional one-year periods at the sole discretion of the NHA. The term of the contract shall be contingent upon the continuing availability of annually appropriated funds.

3.4.2 The NHA reserves the right to cancel any resulting agreement at the end of any contract term, without penalty, upon thirty (30) days prior written notice.

3.5 PAYMENT

Payment will be made on a monthly basis, in arrears, in accordance with the agreed upon fee schedule, on terms of net thirty (30) days after receipt of a good invoice. Supporting documentation must accompany each invoice.

3.6 SUBCONTRACTING

The selected respondent(s) shall not subcontract any of the tasks, liabilities or obligations under this contract without the written consent of the Authority, and the respondent shall not be relieved of any duty, liability, or obligation by reason of subcontracting. No contractual relation shall exist between the Authority and any sub-consultant by virtue of any subcontract.

SECTION 4.0 PROPOSAL FORMAT

The purpose of the proposal is to demonstrate the qualifications, competency and capacity of firms seeking to provide professional investment advisory services to the NHA, and the proposed cost for such services. Lengthy narrative is discouraged; presentation should be brief and concise. Responses to this RFP should follow the outline presented below.

4.1 TRANSMITTAL LETTER/INTRODUCTION:

Transmittal Letter/Introduction which must, at a minimum, contain the following information:

4.1.1 Identification of the respondent, including name, mailing address, e-mail address and telephone number; if using sub-contractors/sub-consultants or co-respondents, the same information must be provided for each;

4.1.2 Proposed working relationship among the respondent and proposed sub-consultants or co-respondents, if applicable;

4.1.3 Commitment to provide the services described in this RFP;

4.1.4 A statement to the effect that the response to this RFP shall remain valid for a period of not less than one hundred twenty (120) days from the due date for proposals; and

4.1.5 Name, title and signature of a person authorized to bind the respondent to the terms of the proposal.

4.2 NON-CURABLE DOCUMENTS:

4.2.1 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 proposal or accompanying the proposal of said corporation or partnership, the respondent(s) 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.

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

4.2.3 Acknowledgement of Addenda – A document provided by the contracting agent in the proposal documents for the respondent to acknowledge the issuance of any notice, clarification, revisions, or addenda to the advertisement or proposal documents.

4.3 STATEMENT OF QUALIFICATIONS AND CAPABILITIES

Respondent shall provide firm related data and information indicated below. Information should be organized and presented as outlined for ease of review and evaluation.

4.3.1 Firm Data.

- 4.3.1.1 Official name of business
- 4.3.1.2 Legal form (individual, partnership, corporation, joint venture, or other), date of establishment under current name, former names, locations dates; names, titles and professional registration, and addresses of firm owner(s), partners or officers
- 4.3.1.3 Firm size based on the current number of regular, full time employees in the office or facility that would perform the work specified herein
- 4.3.1.4 Describe any material change in organizational structure, ownership, or management during the past three (3) years
- 4.3.1.5 Indicate which office would provide services to NHA if the firm is a national or regional firm, as well as how many employees staff the servicing office
- 4.3.1.6 Describe any business affiliations (e.g., subsidiaries, joint ventures, “soft dollar” arrangements with brokers, etc.).
- 4.3.1.7 Describe firm’s policy(ies) in relation to “soft dollar” arrangements
- 4.3.1.8 Describe firm’s sources of revenue, categorized by retail and institutional accounts
- 4.3.1.9 Indicate if firm is a registered investment advisor under the Investment Advisor’s Act of 1940, as amended
- 4.3.1.10 Describe any SEC, FINRA, or regulatory censure or litigation involving firm or its principals or employees in the past three (3) years
- 4.3.1.11 Indicate if firm has been affected by problems in the financial markets during the past 24 months. State actions taken to manage through the problems, and what steps would be taken to mitigate the effects on NHA during the contract term(s)
- 4.3.1.12 Outline the error and omissions (professional liability) and fidelity bond coverage held by the firm. PROVIDE A VALID, CURRENT CERTIFICATE OF INSURANCE FOR SAME
- 4.3.1.13 List and describe the types of accounts primarily sought by firm

4.3.2 Firm Experience.

- 4.3.2.1 Management of fixed income portfolios for public funds and governmental entities
 - 4.3.2.2 Development of policies and portfolio management guidelines for government portfolios
 - 4.3.2.3 Compensation (including soft dollars) earned on client transaction in addition to direct fees paid by client; include all forms
 - 4.3.2.4 Number and type of accounts, total asset value, and composition of portfolios currently managed by the firm
- 4.3.3 Assets Under Management.
- 4.3.3.1 Summarize firm's institutional investment assets under management for governmental and non-governmental clients using the following categories: Operating/Bond Funds, Pension Funds, Foundations, and Equity Funds
 - 4.3.3.2 Summarize firm's assets under management (institutional only) for the past five (5) year period and average assets per client
 - 4.3.3.3 List five (5) government client most similar to NHA, identifying the nature of the funds managed, and provide a contact name, address, phone number, and email address for each
 - 4.3.3.4 Indicate the number and value of accounts gained and lost over the past 12 months; explain basis for any losses
- 4.3.4 Firm Personnel and Related Experience.
- 4.3.4.1 Identify and provide background information for the key person or persons who has/have the most active role(s) in the administration and management of the firm
 - 4.3.4.2 Identify the persons who will be the primary and back-up contacts for NHA, including background information and office location
 - 4.3.4.3 Identify the investment professional (portfolio manager, analysts, and researchers) employed by the firm, by classification, along with the average number of accounts handled by each; including background information and office location
 - 4.3.4.4 Provide resumes for key investment professionals who will be directly involved in the decision-making process for the portfolio. Include the number of years with firm, total years of experience, and professional licenses, certifications and designations; and the number and value of accounts managed, and limits imposed on such
 - 4.3.4.5 Provide copies of securities registrations in the State of New Jersey for all personnel who will be active in handling NHA investment transactions
 - 4.3.4.6 Describe firm's training and continuing education efforts to ensure portfolio managers are timely and adequately informed of developments relevant to government investment managers
 - 4.3.4.7 Describe any turnover of professional staff in the past three (3) years
- 4.3.5 Investment Management Approach

- 4.3.5.1 Describe firm's investment management philosophy, including approach to managing governmental portfolios; indicate any factors that are subject to change
- 4.3.5.2 Describe firm's primary strategy for adding value to portfolios (e.g., market timing, credit research, trading, etc.)
- 4.3.5.3 Describe the advice/assistance provided to firm's government clients over the past 12 months to manage their portfolios, maintain principal, and maximize interest in a climate of falling interest rates
- 4.3.5.4 Describe how portfolios are managed (i.e., by a team or an individual) and how back-up service is provided in the absence of the manager
- 4.3.5.5 Describe the level of discretion exercised by portfolio managers, and the oversight provided
- 4.3.5.6 Describe any established limits firm imposes on the accounts or assets under its management
- 4.3.5.6 Describe firm's in-house technical and research capabilities; indicate if outside resources are used and when/why
- 4.3.5.7 Describe firm's credit review process; indicate if credit review is assigned to a specialist
- 4.3.5.8 Describe the role interest rate forecasting plays in firm's portfolio management strategy
- 4.3.5.9 Describe how firm handles fluctuating cash flows and the cash forecasting process
- 4.3.5.10 Describe the ongoing, daily investment procedures proposed for NHA, including procedures for trades, security choice, controls, etc., and how the firm provides for liquidity
- 4.3.5.11 Describe the recommended frequency in which firm staff should meet with government client staff; indicate who would attend such meetings
- 4.3.6 Reporting
 - 4.3.6.1 Describe the investment account and reporting system used by firm
 - 4.3.6.2 Describe firm's reporting standard (e.g., GIPS)
 - 4.3.6.3 Describe the frequency and format of reports firm would provide to NHA; include samples
 - 4.3.6.4 Describe firm's experience in developing performance benchmarks for public sector client portfolios; include performance benchmarks recommended for same
- 4.3.7 Additional Firm Information
 - 4.3.7.1 Describe firm's business continuity plan, the frequency in which it is tested including the types of test, how and when it is updated and who reviews and approves the plan and is accountable for its successful implementation
 - 4.3.7.2 Describe firm's understanding of NHA's requirements relative to this RFP; demonstrate ability to meet those requirements
 - 4.3.7.3 Describe the firm's approach to transitioning out of a client contract at the end of a contract term; include a listing of all required activities and the time frame (in relation to the contract expiration date) in which each activity is to be undertaken, and by whom

4.4 REFERENCES:

Provide a list of five (5) current clients as references for services similar to those contained herein. Include a description of the transactions, services rendered, contact name, position, role in the transactions, address and telephone number.

4.5 EXPERIENCE:

4.5.1 Describe respondent's relevant experience performing similar services for public entities.

4.5.2 Provide information to support the respondent's ability to meet NHA requirements, including but not limited to the following: size of client portfolio; recent achievements; successful risk aversions, etc.

4.5.3 Describe the respondent's experience with creative approaches successfully used to maximize investment returns on behalf of clients.

4.5.4 Describe any competitive differentiators respondent may have that would be of significant benefit to the Authority.

4.5.5 Describe the respondent's general policies, approach and experience relating to Affirmative Action (e.g., MBE/WBE/DBE and HUD Section 3) programs.

Respondent should not include as experience previous engagements with the Newark Housing Authority or its affiliated entities.

4.6 WORK PLAN/PROJECT APPROACH:

4.6.1 Provide a detailed description of the process by which respondent would organize, coordinate and deliver the required services as delineated in Section 3.2 SCOPE OF SERVICES. A complete response to this section must include, at minimum, the following components:

- 4.6.1.1 Communication. Describe how firm would provide explanations and training to NHA Finance department staff; and to the NHA Board of Commissioners
- 4.6.1.2 Questions and Issue Resolution. Describe firm's approach and availability to timely respond to questions and issues that may arise during the contract term(s)
- 4.6.1.3 Cost/Benefit of Services. Describe specific cost/benefits of firm's services to NHA; include innovative responses to challenges frequently encountered when serving as an investment advisor to similar entities
- 4.6.1.4 Advise on Market Conditions and Timing of Investment

4.6.2 NHA anticipates that the contract resulting from this solicitation will be awarded on Thursday, July 23, 2013, and that work under the contract will commence on or about August 1, 2013. The awardee is expected to be ready to provide the required services immediately thereafter, and on a continuous basis throughout the specified term(s).

- 4.6.2.1 Provide a recommended implementation schedule, using a work breakdown structure and accompanying Gantt chart, clearly indicating the tasks, key dates, milestones, etc., for pre-performance, as well as on-going service delivery

- 4.6.2.2 Describe the standard response times NHA can expect during the performance period; include response times for return of telephone calls, completion of analysis, and preparation of written reports or presentation.

4.7 FINANCIAL STABILITY:

Respondent shall demonstrate its financial stability by the submission of its federal tax account transcript for the previous two (2) years, or the two (2) most recently available or such other information as is reasonably acceptable to the NHA. Include any other quantitative information, e.g., performance reviews, that will assist NHA in determining Respondent's financial stability.

Submission of financial documents in lieu of the federal tax account transcript must be pre-approved by NHA **prior to proposal submission**.

4.8 FEES/FEE ESTIMATE

A detailed fee estimate must be submitted for services to be performed. The estimate should detail the hours/tasks that would be expected by various categories anticipated to complete the desired scope of work. The estimate must relate directly to the key tasks and phases described in Section 4.6 above.

4.8.1 Provide the complete fee schedule that would apply to the provision of services as indicated herein, as well as the fee basis. Indicate which fees are: flat (monthly or yearly) fees; per trade fees with annual cap; etc.

4.8.2 Indicate any additional expenses not covered under the fee structure firm anticipates in order to initiate and deliver the services throughout the contract term(s).

4.8.3 Any Respondent that indicates the use of a subcontractor/sub-consultant **MUST** include the fee estimate and fee basis associated with the services to be performed by any such subcontractor/sub-consultant.

4.8.4 The fee estimate proposed by Respondent must be submitted separately for the initial one year base period, and each of the two (2) one-year option periods, with a grand total for the maximum three-year term(s).

4.8.5 NHA reserves the right to negotiate any and all fees submitted by Respondent. Respondents are reminded that the submitted fees are an important component of the evaluation criteria, and should be reasonable, competitive and clearly associated with the work to be performed.

4.9 OTHER REQUIRED SUBMISSION DOCUMENTS:

Each respondent is required to submit, in addition to those listed in items 4.1-4.8, the documents included in the *Submission Documents* package. These include:

- 4.9.1 Checklist
- 4.9.2 Evaluation Form
- 4.9.3 Business Registration Certificate – NJSA 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"). If

the proposal includes the use of named sub-contractors, the BRC for those sub-contractors must be submitted prior to contract award.

- 4.9.4 Affirmative Action Compliance Notice
- 4.9.5 Section 3 Opportunity Plan, Schedule D
- 4.9.6 Affidavit of Non-Collusion
- 4.9.7 Affidavit of Non-Default
- 4.9.8 Drug Free Work Place Certification
- 4.9.9 Debarment Statement – submit notarized statement, on company letterhead, that the respondent company and any or partner(s) are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.
- 4.9.10 Liens, suits or judgments – submit notarized statement company letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- 4.9.11 Form HUD 5369-C: Certifications and Representations of Offerors
- 4.9.12 Form HUD 2530: Previous Participation Certification
- 4.9.13 Form HUD 50071: Certification of Payments to Influence Federal Transactions

SECTION 5.0 GENERAL INSTRUCTIONS

5.0.1 Proposal submission deadline is Tuesday, June 18, 2013 by 3:00 pm. It is the Respondents' responsibility to ensure that proposals are presented to NHA at the time and at the place designated. Proposals may be hand delivered or mailed; however, NHA disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight delivery service, the designation above must also appear on the outside of the overnight delivery envelope. Proposals received after the designated time and date may be returned unopened.

5.0.2 An original and four (4) copies, plus one (1) electronic version of the response, on a CD or flash drive, in MSWord or .pdf 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 "RFP #13-S-011 INVESTMENT ADVISOR SERVICES."

5.1 QUESTIONS

5.1.1 All communications, questions and requests for information must be addressed in writing to **Contracting Officer at contractingofficer@newarkha.org**, 500 Broad Street, 5th Floor, Newark, NJ 07102. **The deadline for receipt of questions pertaining to this proposal is Monday, June 3, 2013 at 10:00 am.**

5.1.2 The Contracting Officer will respond to all such inquiries in writing by issuance of an addendum to all prospective respondents (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—"substantive" meaning, when decisions pertaining to the RFP are made—between the NHA and a prospective respondent when other prospective respondents are not present) conversations that may give one prospective respondent an advantage over other prospective respondents.

5.2 INTERPRETATION AND ADDENDA

The respondent should rely only on representations, statements or explanations, contained in this RFP, any documents that the Authority has provided the respondent, 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

5.3.1 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.

5.3.2 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 CRITERIA AND BASIS OF AWARD

All proposals will be evaluated in accordance with the following evaluation criteria as set below.

EVALUATION CRITERIA	WEIGHTED VALUE
Qualifications and Capabilities – Per Sections 4.3 and 4.7	40
Previous Experience and Past Performance – Per Sections 4.4 and 4.5	25
Work Plan and Approach – Per Section 4.6	20
Fee Estimate and Fee Basis – Per Section 4.8	15
MAXIMUM POINTS AVAILABLE	100

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

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Respondent 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 and Commercial Automobile Liability insurance policies.

7.1.1 Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Respondent's services are to be performed.

7.1.2 Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$10,000,000.

7.1.3 Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the Respondent's services with a limit of not less than \$2,000,000.

7.1.4 Comprehensive Automobile and Vehicle Liability Insurance covering all owned, non-owned or hired vehicles covering claims for injury to members of the public and damage to the property of others arising from the use of motor vehicles, with bodily injury limits of \$1,000,000, and property damage of \$1,000,000.

7.1.5 Where an endorsement to the policies is required as a result of a contract with the Authority, the endorsement shall be made prior to the signing of said contract.

The Respondent shall require each of the sub-contractors/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. Sub-contractor/sub-consultant evidence of insurance shall be submitted for review and approval by NHA prior to commencement of the sub-contractor/sub-consultant's activities.

7.2 AFFIRMATIVE ACTION (Equal Employment Opportunity, M/W/DBE and HUD Section 3)

Respondents are expected to comply with NHA's Affirmative Action commitments prior to and during the term of any awarded contract. Affirmative Action relates to:

7.2.1 Adherence to hiring practices which encourage and result in the placement of qualified minorities and women in upper management positions and/or corporate ownership;

7.2.2 The utilization of minority- and woman-owned, and otherwise disadvantaged businesses as sub-contractors/sub-consultants, or joint venture partners; and

7.2.3 Compliance with the following HUD Section 3 requirements:

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).

7.2.4 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

7.5.1 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.

7.5.2 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.

7.5.3 The Respondent agrees to indemnify and hold the owner harmless from any liability to sub-respondents/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.

7.5.4 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.

7.5.5 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.

7.5.6 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

7.6.1 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.

7.6.2 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.

RFP #13-S-011
INVESTMENT ADVISOR SERVICES
PART II
STANDARD DOCUMENTS

PART II

SECTION 1

SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR SERVICES—INVESTMENT ADVISOR

THIS CONTRACT, entered into as the _____ day of _____ in the year Two Thousand and Eleven, by and between the **HOUSING AUTHORITY OF THE CITY OF NEWARK**, a body corporate and politic, organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business at 500 Broad Street, in the City of Newark, County of Essex and State of New Jersey, hereinafter called "AUTHORITY", and, [_____], a corporation organized and existing under the laws of the State of _____, with its principal place of business at [_____], hereinafter called "CONTRACTOR".

The Authority and the Contractor are mutually desirous of entering into a contract to complete the following Scope of Work.

Article 1: SCOPE OF WORK.

The Scope of Work to be performed under this contract shall include, but not be limited to, providing professional investment advisory services as outlined and described in RFP #13-S-011 Investment Advisor Services.

Article 2: CONTRACT TERM

It is anticipated that the term of the contract will be for a term of one (1) year with an option to renew for tow (2) one-year periods at the sole discretion of the NHA and subject to availability of annually appropriated funding for the contract.

The contract term shall commence on or about August 1, 2013, and end on July 31, 2014; the term of the first option period shall commence on August 1, 2014, and end on July 31, 2015; the term of the second option period shall commence on August 1, 2015, and end on July 31, 016.

If necessary, written notice of NHA's intention to renew the contract shall be given approximately sixty (60) days prior to, or no more than thirty (30) days after the expiration date of each contract period.

The NHA reserves the right to cancel the selected Contractor at the end of any contract year with no penalty for cancellation.

Article 3: COMPENSATION.

The Authority shall pay to the Contractor for the performance of the work under this Contract at the rates contained in the attached price sheet, in current funds, an amount not to exceed [_____] dollars (\$ _____).

Payments for the Contractor's work shall be made on payment terms of N30 days after receipt of the Contractor's itemized invoice and appropriate supporting documentation. Compensation shall be paid only for services actually performed and accepted by NHA.

Invoices are to be forwarded to: **Newark Housing Authority, Accounts Payable, Post Office Box 1690, Newark, New Jersey 07102.**

Article 4: INSURANCE.

Before commencing of services under this project, the Contractor shall furnish to the NHA 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 NHA shall be named additionally insured in the Comprehensive General Liability and Automobile Insurance policies.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the Development Team's services are to be performed.
- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the Contractor's services with a limit of not less than \$10,000,000.
- 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 Contractor's services with a limit of not less than \$2,000,000.
- d. Automobile Liability Insurance (bodily injury and property damage) covering claims with a \$1,000,000 Combined Single Limit. The policy must include coverage for Hired Car Liability and on-Owned Automobile Liability.
- e. Where an endorsement to the policies is required as a result of a contract with the NHA, the endorsement shall be made prior to the signing of said contract.

The Contractor shall require each of the sub-contractors/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. Sub-contractor/sub-consultant evidence of insurance shall be submitted for review and approval by NHA prior to commencement of the sub-contractor/sub-consultant's activities.

Article 5: COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract, at its discretion, for default.

Article 6: TERMINATION FOR CAUSE

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of the termination. The Authority shall have the benefit of such work as may have been completed up

to the time of such termination and the Contractor shall be entitled to receive just and equitable compensation for such work.

Article 7: TERMINATION FOR CONVENIENCE.

The Authority may terminate this Contract upon thirty (30) days written notice to the Contractor. Upon termination the Contractor shall render a final report of the services performed up to the date of termination and shall turn over to NHA original copies of all work produced, research conducted and papers prepared under this agreement.

The Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this agreement, less payments previously made. If the Contract is terminated due to fault of the Contractor, Article 6 hereof relative to termination shall apply.

Article 8: CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of NHA.

Article 9. RECORDS AND AUDITS

The Contractor shall maintain, throughout the term of this agreement and for a period of three (3) years thereafter, detailed records that indicate the date, time and nature of the services rendered. These records shall be subject to inspection by NHA, the Department of Housing and Urban Development, and their respective auditors. NHA shall have the right to audit the billing both before and after payment. Payment under this agreement shall not foreclose the right of NHA to recover excessive or illegal payments.

Article 10. CHANGES.

The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract if applicable, including changes: (1) In the Scope of Work (including drawings and designs); (2) In the method or manner of performance of the work; (3) Authority-furnished facilities, equipment, materials, services, or site; or, (4) Directing the acceleration in the performance of the work.

Article 11: INDEMNIFICATION.

Contractor shall protect the Authority from any and all potential claim arising from any negligent act of omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Contractor hereby agrees to save and indemnify and keep harmless the Authority against all liability for claims, demands, judgments and damages including personal and property damage arising from any act by or negligence of Contractor or its subcontractors, agents or employees, while in or about the buildings or premises and further agrees to indemnify the Authority and/or its agents.

Article 12: EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the Contractor agrees to enforce affirmative action provisions of Article 15 herein and NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq..

Article 13: ASSIGNMENT OF CONTRACT.

The Contractor shall not assign or transfer any interest in this Contract; except that claims for monies due or to become due from the Authority under the Contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partner-ship, this Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

Article 14: MODIFICATION.

Only the Contracting Officer has authority to modify any term or condition of this Contract. Any contract modification shall be authorized in writing. The Contracting Officer may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Authority's address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer. When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the Authority's approved threshold), such modification shall not be effective until the required approval is received by the Authority.

Article 15: COMPLIANCE WITH LOCAL LAWS; GOVERNING LAW.

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the State and local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

This Contract, as well as the rights and obligations of the parties to this Contract, shall be governed by the laws of the State of New Jersey and applicable federal regulations.

Article 16: STANDARD OF PERFORMANCE; LICENSES

The Contractor warrants that it possesses the personnel, experience and knowledge necessary to perform the services described hereunder in accordance with the Prudent Expert and Investor standards.

The Contractor agrees to obtain and maintain throughout the term of this agreement all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

Article 17: HUD SECTION 3 REQUIREMENT

All Section 3 covered contracts shall include the following clause (referred to as the 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, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor'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).

Article 18: AFFIRMATIVE ACTION

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender, identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender, identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities,

labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- * Letter of Federal Affirmative Action Plan Approval
- * Certificate of Employee Information Report
- * Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Article 19: NOTICES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

NEWARK HOUSING AUTHORITY:	CONTRACTOR:
500 BROAD STREET	
NEWARK, NJ 07102	
ATTENTION: CHIEF FINANCIAL OFFICER	
With copy to: CHIEF LEGAL OFFICER	

Article 20: CONTRACT DOCUMENTS.

The executed Contract shall consist of the following component parts:

- a. This Instrument;
- b. RFP #13-S-011 Investment Advisor Services;
- c. Contractors proposal response to RFP #13-S-011, as accepted by NHA;
- d. Section 3 Opportunity Plan, Schedule D, dated _____; and
- e. Form HUD-5370C – General Conditions of the Contract for Non-Construction.

THIS INSTRUMENT, together with the other documents enumerated in this Article 20, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 20 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

Article 21: AFFIDAVIT.

Be it remembered that on this day the undersigned personally appeared, who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that _____ is the _____ of [_____] corporation, that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said _____, as and for his voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name thereto as a witness by like order of the Board of Directors of said corporation.

IN WITNESS WHEREOF, the Authority and the Contractor have executed on this Contract, the day and year first above written.

ATTEST:

COMPANY NAME

WITNESS/NOTARY

NAME/TITLE

APPROVED AS TO FORM AND LEGALITY:

ELLEN M. HARRIS, ESQ.
CHIEF LEGAL OFFICER
HOUSING AUTHORITY OF THE
CITY OF NEWARK

ATTEST:

NEWARK HOUSING AUTHORITY

KEITH D. KINARD
EXECUTIVE DIRECTOR

ORIGINATING DEPARTMENT:

FINANCE

PART II

SECTION 2

INSTRUCTIONS TO OFFERORS (FORM HUD 5369-B)

**This form must be downloaded for
review at**

<http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf>

PART II

SECTION 3

GENERAL CONDITIONS FOR NON-CONSTRUCTION (FORM HUD 5370-C1)

**This form must be downloaded for
review at**

<http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf>

PART II

SECTION 4

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

24 C.F.R. 85.36

**This document must be downloaded for
review at**

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536

RFP #13-S-011
INVESTMENT ADVISOR SERVICES
PART III
SUBMISSION DOCUMENTS

**RFP #13-S-011
INVESTMENT ADVISOR SERVICES**

CHECKLIST

(CHECK OFF EACH ITEM)

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
1. TRANSMITTAL LETTER/INTRODUCTION		
2. NON-CURABLE ITEMS		
• Stockholder Disclosure Certification (<i>provided within</i>)		
• Listing of Sub-contractors and Certification Form (<i>provided within</i>)		
• Acknowledgement of Addenda (<i>provided within</i>)		
3. STATEMENT OF QUALIFICATIONS AND CAPABILITIES		
4. REFERENCES		
5. EVIDENCE OF EXPERIENCE		
6. WORK PLAN/PROJECT APPROACH		
7. EVIDENCE OF FINANCIAL STABILITY		
8. FEE ESTIMATE		
9. OTHER REQUIRED SUBMISSION DOCUMENTS		
• Evaluation form (<i>provided within</i>)		
• Business Registration Certificate		
• Affirmative Action Documents (<i>provided within</i>)		
• Section 3 Opportunity Plan Schedule D (<i>provided within</i>)		
• Affidavit of Non-Collusion (<i>provided within</i>)		
• Affidavit of Non-Default (<i>provided within</i>)		
• Drug Free Work Place Certification (<i>provided within</i>)		
• Debarment Statement		
• Liens, Suits and Judgments		
• Form HUD 5369-C (<i>download</i>)		
• Form HUD 2530 Previous Participation Certification (<i>download</i>)		
• Form HUD 50071 Certification of Payments to Influence Federal Transactions		

EVALUATION FORM

Description of Work: **RFP #13-S-011 INVESTMENT ADVISOR SERVICES**

FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FACSIMILE #: _____

CONTACT PERSON: _____

All proposals will be evaluated in accordance with the following evaluation criteria as set below.

EVALUATION CRITERIA	WEIGHTED VALUE
Qualifications and Capabilities – Per Sections 4.3 and 4.7	40
Previous Experience and Past Performance – Per Sections 4.4 and 4.5	25
Work Plan and Approach – Per Section 4.6	20
Fee Estimate and Fee Basis – Per Section 4.8	15
MAXIMUM POINTS AVAILABLE	100

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

Sworn to and subscribed before me this
day

of _____, 2013

(Affiant)

(Print name & title of affiant)

Notary Public

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with RFP 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

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Sworn to and subscribed before me this
day

of _____, 2013

(Affiant)

Notary Public

(Print name & title of affiant)

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

SUB-RESPONDENT LISTING

Please list the names of all sub-respondents to be used in the provision of services. (Add additional sheets where necessary). The attached sub-respondent certification form must be completed for each firm listed.

All sub-respondents 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-respondents shall also be provided with the proposal submission. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-respondent within the past two (2) years.

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

_____ **The Respondent firm will not be using any sub-respondents.**

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 _____, 2013

Notary Public

*******NON-CURABLE ITEM*******
SUB-RESPONDENT CERTIFICATION FORM

All subs 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-respondent shall also be provided with the proposal submission. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub 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-respondent been engaged in this particular field? ____ years.

Sub-respondent
Firm Name

Address

Contact Person

Telephone #

Facsimile #

Trade

State License #

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

Name of Sub-Respondent Firm

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

Provide a list of relevant contracts (identify company or firm name) completed by sub-respondents within the last two (2) years.

DO NOT INCLUDE WORK WITH THE NEWARK HOUSING AUTHORITY.

(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/CLARIFICATIONS

The undersigned hereby acknowledges issuance and receipt of the following addenda and/or clarifications:

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

☐ **No addenda/clarifications were received.**

Acknowledged for: _____
(Name of Respondent Firm)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

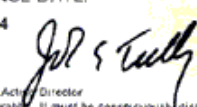
Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

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

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:
TAXPAYER IDENTIFICATION#:	970-097-382/500	CLIENT REGISTRATION
ADDRESS:	847 ROEBLING AVE TRENTON NJ 08611	SEQUENCE NUMBER:
EFFECTIVE DATE:	01/01/01	ISSUANCE DATE:
FORM-BRC(08-01)		07/14/04
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		 Acting Director

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	

FEES/FEE ESTIMATE**RFP #13-S-011
INVESTMENT ADVISOR SERVICES**

Respondents shall provide the aggregate fees/fee estimate in the space provided below, accompanied by a detailed fee proposal document as requested Part I, Section 4.8 herein. The fees contained in the detailed fee proposal must tie out to the aggregate fees/fee estimate presented hereon.

FEES/FEE ESTIMATE – CONTRACT BASE PERIOD \$ _____

FEES/ FEE ESTIMATE – OPTION PERIOD #1 \$ _____

FEES/FEE ESTIMATE – OPTION PERIOD #2 \$ _____

GRAND TOTAL – MAXIMUM CONTRACT TERM (3 YEARS) \$ _____

Add the aggregate fee amounts for each contract period to derive the grand total, as shown:

(Contract Base Period + Option Period #1 + Option Period #2) = Grand Total

BUSINESS NAME	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

I have read and understood the requirements of this RFP and agree to provide the required services in accordance with this solicitation and all attachments, exhibits, etc.

Authorized Company Representative's Name/Title Printed:

Signature: _____

Date: _____

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: _____

**Section 3 Utilization Plan
SCHEDULE D**

NAME OF PRIME CONTRACTOR:

TITLE OF IFB/RFP: _____

IFB/RFP#: _____

CONTRACT #: _____

**THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION AND NON-CONSTRUCTION
BID/PROPOSAL SUBMISSIONS**

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as evidence of its good faith commitment to comply with all provisions of HUD Section 3 as implemented by the Newark Housing Authority.

The Contractor hereby agrees to complete and execute a Section 3 Utilization Plan, acceptable to Newark Housing Authority, upon contract award. The Contractor understands and further agrees that the issuance of a Notice to Proceed in connection with the work subject to the awarded contract shall be contingent upon execution of Contractor's Section 3 Utilization Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in the Utilization Plan on a monthly basis throughout the contract period. The monthly status report shall be submitted at the time payment is being requested. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide in order to meet the Section 3 goals.

Acknowledged by:

(President or Authorized Officer)

Date: _____

Sworn & Subscribed Before Me

This _____ day of _____, _____.
Day Month Year

Signature of Notary Public

Date Commission Expires _____

AFFIDAVIT OF MINORITY BUSINESS

ENTERPRISE PARTICIPATION

STATE OF _____ :
 _____ : SS
 COUNTY OF _____ :

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

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:

<u>Name, Address & Phone No. of Minority Business Enterprise</u>	<u>Percent of Bid 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 _____, 2013.

 Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____:

COUNTY OF _____:

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

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public

AFFIDAVIT OF NON-DEFAULT

STATE OF _____ :
 : SS
 COUNTY OF _____ :

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 _____, 2013.

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

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this _____ day of _____, 2013

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

**This form must be downloaded for
review, completed, and submitted with
your proposal response.**

<http://www.hud.gov/offices/adm/hudclips/forms/files/2530.pdf>

**CERTIFICATIONS AND
REPRESENTATIONS OF OFFERORS
(NON-CONSTRUCTION CONTRACT)
Form HUD 5369-C**

**This form must be downloaded for
review, completed and submitted with
your proposal response.**

http://www.nchh.org/Portals/0/Exhibit_7_Form_5369-C.pdf

**CERTIFICATIONS OF PAYMENTS TO
INFLUENCE FEDERAL TRANSACTIONS
Form HUD 50071**

**This form must be downloaded for
review, completed and submitted with
your proposal response.**

<http://www.hud.gov/offices/adm/hudclips/forms/files/50071.pdf>



SECTION 3 PROGRAM

UTILIZATION PLAN PACKET

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs are directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

**JOB
TRAINING
OPPORTUNITIES
INDEPENDENCE**

Prepared by: OPERATION DIVISION



INSTRUCTIONS FOR COMPLETING THE SECTION 3 UTILIZATION PLAN

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs are directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

SCHEDULE D: All bidders/proposers are required to complete this form and submit it with their final bid/proposal package. The form must be signed and dated by the responsible party.

The remainder of the packet must be completed with the NHA Section 3 Coordinator once the contract is awarded. It is important to familiarize yourself with ALL the contents so that you are aware of what is required and the various options for compliance once the contract is executed.

The Section 3 Utilization Plan is to be completed for all construction and non-construction contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business and expend 25% (for construction contracts) or (3% for non-construction contracts) of the total subcontracting dollars allocated for this project. The business must be 51% or more owned by residents of the housing development, or other NHA public housing residents; or subcontractor/joint venture with a business that employs full-time, 30% or more of NHA residents, or low and very low income individuals within the HUD Metro Fair Marketing Rent areas of New Jersey (Essex, Morris, Sussex and Union counties), or
- 2) Direct hiring of NHA public housing residents and/or low and very low-income area residents to consist of thirty percent (30%) of the contractor's aggregate number of new hires. NHA has a complete database of properly screened residents who are available for employment, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Resident Services Department of the NHA.
- 4) Contribute to the NHA resident educational fund in an amount commensurate with your contract value on the requirement scales.

If a prime contractor is unable to satisfy the NHA resident hiring requirements per the above, the requirements may be satisfied through a qualified subcontractor that may be involved in the project and qualified to complete a percentage of the work.

For Option 1, if the contractor or subcontractor has identified a resident owned business or a business which employs 30% or more NHA public housing or area residents, this section is to be completed by indicating the percentage of total contract award and corresponding dollar amount that will be expended with such businesses in the spaces provided. (See steps for calculating Section 3 obligation to include Option 1)

PART A:

Step 1: Add the total amount of the awarded contracting dollars that you plan to allocate for subcontracting.

Step 2: Multiply the subcontracting dollars by 25% if this is a construction contract or 3% for non-construction. This is the amount you would place in the space provided in the utilization plan under Option 1. This will satisfy 100% of your obligation. If you choose a combination of options that include Option 1 proceed to Step 3.

Step 3: Multiply the percentage you chose *to comply with* Option 1 by the answer received in Step 2. For example, to use 50% of Option 1 *to comply with* your Section 3 obligation you would multiply the answer in step 2 by 50%.

Remember: You may use Option 1 to satisfy 100% of your Section 3 obligation or you may use a combination of options; nevertheless the sum of all percentages must equate 100% compliance.

PART B:

SAMPLE CONSTRUCTION WORKSHEET USING OPTION 1

Subcontracts:

Plumbing	\$100,000
Heating	\$100,000
Plumbing Supplier	\$100,000

Total Subcontracting Dollars: \$300,000 x 25% = \$75,000

Option 1 \$75,000 = 100% compliance

If you choose a combination of options (see the following example):

Contract Amount: \$400,000 x (5% = \$20,000) Note: Don't forget to add an additional \$10,000 if contract value is or becomes \$500,000 or more.)

Option 1	50% x \$75,000 = \$37,500
Option 2	20% x \$20,000 = \$ 4,000
Option 3	-0- x \$20,000 = \$ 0
Option 4	30% x \$20,000 = \$ 6,000

100% compliance \$47,500 (Total Section 3 Requirement)

If the prime contractor or subcontractor plans to hire NHA public housing or area residents to work for its company, Option 2 must be completed. Enter in the spaces provided the percentage of total contract award and corresponding dollar amount that will be expended toward the new hiring of resident(s), based on the requirement amounts reflected on the listed scales. Please refer to the amount that is listed in your contract to calculate your full requirement. Following is two examples to illustrate the calculation method:

Example 1 for construction contracts:

If your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 5% or \$5,000.00. If the contract amount is \$1,000,000.00, the calculations are 5% plus \$10,000.00, the Section 3 requirement amount in this example will be \$60,000.00.

Example 2 for non-construction contracts:

If your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 3% or \$3,000.00. If the contract amount is \$1,000,000.00 the calculations are 3% plus \$10,000.00, the Section 3 requirement amount in this example will be \$40,000.00.

If the entire requirement amount is to be expended on resident's salary, then 100% is to be inserted on the percent line along with the dollar amount. If the salary amount is less than 100% of the requirement, that amount must be inserted on the line and the remaining dollar amount must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into NHA Section 3 Resident Training/Educational Fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the prime contractor's Section 3 obligations will be placed into NHA Resident Training/Educational Fund, in which case Paragraph three (3) must be completed and Paragraphs one (1) and two (2) will contain zeroes in the percentage lines. Contractors utilizing the NHA Resident Educational Fund to meet its Section 3 obligation must indicate their preference for a one-time payment/invoice deduction or periodic invoice deductions.

LABOR SURVEY: The third section is to be completed by listing current staff to be used to complete the work bid upon.

- 1) indicate each category of employment for all phase of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are to be filled with NON-Section 3 employees
 - (a) hiring goal - total number of positions to be filled by low-income

- area residents;
- (b) hiring goal - total number of positions to be filled by NHA public housing residents;
- (c) hiring goal – total positions to be filled.

Each prime contractor is required to attend a post-award meeting where contractual obligations related to Section 3 compliance will be explained and the Section 3 Utilization Plan will be finalized.

SECTION 3 UTILIZATION PLAN

Business Opportunities and Employment Training of the Housing Authority of the City of Newark Public Housing Residents and Low and Very Low Income Area Residents

Utilization Plan (Company Name_____)

LINE 1 Contract Amount \$_____; this amount is the base you must use to calculate your Section 3 requirement. (Note: this does not apply to Option 1).

LINE 1b Total Subcontracting Dollars \$_____; this amount is what you have allocated to subcontracting this project. It is also the base you must use to calculate Option 1 only.

LINE 2 After choosing option(s) below, add all figures and place on this line \$_____. This is your total Section 3 requirement. (Note: This total may change in accordance with increases and decreases in contract value. All changes should be reflected on monthly Section 3 report.)

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the NHA Contract Resolutions implementing Section 3 requirements.

You may comply by choosing one or all options. Remember, your compliance must be equal to 100% or any remaining percentages and the corresponding dollar amount will be deducted from payouts and placed in the NHA Resident Training/Educational Fund account. An electronic worksheet to assist in completing the Utilization Plan can be found at www.newarkha.org.

☐ **Option 1: Subcontract with Section 3 Business Concern(s)**

LINE 3 The Contractor has chosen a NHA certified Section 3 resident owned business(es) or Section 3 business(s) to expend 25% (for construction) or 3% (for non-construction) of the total subcontracting dollars, to comply with (a)_____%, (b)\$_____ of its Section 3 requirements covered under this Contract.

☐ **Option 2: Hire Section 3 residents/participants**

LINE 4 The Contractor has committed to employ thirty percent (30%) of its new hire from the NHA Section 3 database in order to comply with (a)_____, (b)\$_____, of its Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the new hire of NHA public housing residents and low and very low-income area residents, during the term of the contract between the Contractor and NHA. The Contractor

affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under this Contract. (See attached Labor Survey)

☐ **Option 3: Resident Training by Contractor**

LINE 5

The Contractor has a training/apprenticeship program in place and is willing to train and/or sponsor residents to comply with (a) _____% or (b)\$ _____ of its Section 3 requirements. Enter number of residents to be trained: (c)_____.

☐ **Option 4: Contribution**

LINE 6

The Contractor will contribute to the NHA Training/Educational Fund for resident training to comply with (a) _____% or (b)\$ _____ of its Section 3 requirements.

In the event I choose Option (4), I have the option to submit my check in the compliance amount of the start of contract date, or allow NHA to deduct payment from my draw requests. (Compliance amount is based upon the contract amount spelled out on the related scale.)

Contractor's Signature and Title:

Date: _____

Sworn & Subscribed Before Me

This _____ day of _____, _____.
Day Month Year

Signature of Notary Public

Date Commission Expires _____

SCHEDULE D

NAME OF PRIME CONTRACTOR:

TITLE OF IFB/RFP:_____

IFB/RFP#:_____

CONTRACT #:_____

THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION AND NON-CONSTRUCTION BID SUBMISSIONS

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as evidence of its good faith commitment to comply with all provisions of HUD Section 3 as implemented by the Newark Housing Authority.

The Contractor hereby agrees to complete and execute a Section 3 Utilization Plan, acceptable to Newark Housing Authority, upon contract award. The Contractor understands and further agrees that the issuance of a Notice to Proceed in connection with the work subject to the awarded contract shall be contingent upon execution of Contractor's Section 3 Utilization Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in the Utilization Plan on a monthly basis throughout the contract period. The monthly status report shall be submitted at the time payment is being requested. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide in order to meet the Section 3 goals.

Acknowledged by:

(President or Authorized Officer)

Date:_____

Sworn & Subscribed Before Me

This _____ day of _____, _____.
Day Month Year

Signature of Notary Public

Date Commission Expires_____

Labor Survey:

NHA CONTRACT #		NHA CONTRACT Title:			
(1) Job Category	(2) Total Estimated Positions Needed	(3) # to be filled NON-Section 3	HIRING GOAL		
*Do not list current employees. Complete these items only if new employees are to be hired.			(a) Low-Income Area Residents	(b) Low-Income NHA Residents	(c) Total
Technical					
Office/Clerical					
Other					
SITE WORK: Laborer –					
MASONRY: Mason – Laborer –					
CARPENTRY: Carpenter – Laborer –					
ROOFING/SIDING: Roofer – Laborer –					
PAINTING: Painter – Laborer –					
FLOORING: Tile man – Laborer –					
PLUMBING: Plumber – Laborer –					
ELECTRICAL: Electrician – Laborer –					

HVAC: Journeyman – Laborer –					
OTHER:					

Attach another sheet if additional space is required.

SECTION 3 REQUIREMENT SCALE

CONSTRUCTION

VALUES

Contract Values			REQUIREMENTS AND CONTRIBUTION TO TRAINING FUND				
\$21,000	to	\$99,999	5%			\$1,050	\$5,000
\$100,000	to	\$199,999	5%			\$5,000	\$10,000
\$200,000	to	\$299,999	5%			\$10,000	\$15,000
\$300,000	to	\$399,999	5%			\$15,000	\$20,000
\$400,000	to	\$499,999	5%			\$20,000	\$25,000
\$500,000	to	\$999,999	5%	+	\$10,000	\$35,000	\$60,000
\$1,000,000	to	\$1,999,999	5%	+	\$10,000	\$60,000	\$110,000
\$2,000,000	to	\$2,999,999	5%	+	\$10,000	\$110,000	\$160,000
\$3,000,000	to	\$3,999,999	5%	+	\$10,000	\$160,000	\$210,000
\$4,000,000	to	\$4,999,999	5%	+	\$10,000	\$210,000	\$260,000

Five percent (5%) plus \$10,000 will be applied to each contract of \$500,000.00 dollars or more for the purpose of calculating requirement values.

SECTION 3 REQUIREMENT SCALE

NON-CONSTRUCTION

VALUES

Contract Values			REQUIREMENTS AND CONTRIBUTION TO TRAINING FUND			
\$21,000	to	\$99,999	3%		\$630	\$3,000
\$100,000	to	\$199,999	3%		\$3,000	\$6,000
\$200,000	to	\$299,999	3%		\$6,000	\$9,000
\$300,000	to	\$399,999	3%		\$9,000	\$12,000
\$400,000	to	\$499,999	3%		\$12,000	\$15,000
\$500,000	to	\$999,999	3%	+	\$10,000	\$25,000
\$1,000,000	to	\$1,999,999	3%	+	\$10,000	\$40,000
\$2,000,000	to	\$2,999,999	3%	+	\$10,000	\$60,000
\$3,000,000	to	\$3,999,999	3%	+	\$10,000	\$90,000
\$4,000,000	to	\$4,999,999	3%	+	\$10,000	\$130,000
					\$130,000	\$160,000

Three percent (3%) plus \$10,000 will be applied to each contract of \$500,000.00 dollars or more for the purpose of calculating requirement values.

FY 2012 Income Limits Summary

Newark, NJ HUD Metro FMR Area										
FY 2012 Income Limit Area	<u>Median Income</u>	FY 2012 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Newark, NJ HUD Metro FMR Area	\$90,700	<u>Very Low (50%) Income Limits</u>	\$31,750	\$36,300	\$40,850	\$45,350	\$49,000	\$52,650	\$56,250	\$59,900
		<u>Extremely Low (30%) Income Limits</u>	\$19,050	\$21,800	\$24,500	\$27,200	\$29,400	\$31,600	\$33,750	\$35,950
		<u>Low (80%) Income Limits</u>	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800

The **Newark, NJ HUD Metro FMR Area** contains the following areas: Essex County, NJ; Morris County, NJ; Sussex County, NJ; and Union County, NJ.