

# **Asbury Park Redevelopment and Improvement Entity**

## **Request for Proposals #RFP-AP-56-0-2024/CB**

### **For Developer Partner(s) In Connection With the Disposition, Finance and Development of Improvements Located at 1018 First Avenue, Block 404 Lot 1, ASBURY PARK, NJ**

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

1000 1/2 3rd Ave  
Asbury Park, NJ 07712



## NOTICE FOR REQUEST FOR PROPOSALS

Sealed proposals in response to a Request for Proposals (the “RFP”) for a new Senior Development located at 1018 First Avenue, Block 404, Lot 1, Asbury Park, NJ (the “Development”) will be received by the Asbury Park Housing Authority (the “Housing Authority / Authority”) on **January 22, 2025 at 11:00 A.M.** prevailing time, in the Asbury Park Housing Authority Conference Room, 1000 ½ Third Avenue, Asbury Park, NJ 07712, at which time and place proposals submitted in response to the RFP will be opened and read in public for:

### Senior Development

Proposal responders and the public may attend the RFP opening. During the RFP opening process, the Proposal responders names will be announced, as well as proposal amounts. However, no additional information will be provided publicly at that juncture which may undermine the competitive procurement process contemplated hereby.

Proposal responses must be submitted on or before the above date, made on the standard proposal forms, unless otherwise indicated. Physical copies must be enclosed in a sealed package bearing the name and address of the proposal responder, and the “**Proposal Title Name**” listed on the outside, and addressed to Cynthia Beniquez, at the address above.

Any RFP Addenda will be issued to any proposal responders who have picked up an RFP package.

The information for the Responders, Proposal Forms, and Specifications may be reviewed, obtained and submitted, at no cost (if in electronic format) via:

1. Visiting our website at [www.aphanj.org](http://www.aphanj.org). Select Business tab, then select Requests for Proposals. Select the appropriate RFP.
2. Copies may also be picked up in person at:

Asbury Park Housing Authority  
1000 ½ Third Avenue  
Asbury Park, NJ 07712

A pre-bid site visit is scheduled for Wednesday, December 18, 2024 @ 10:00AM. Vendors should confirm their intent to attend by calling Ed McDonald, Director of Maintenance, at 732.774.2660 (Ext. 303) or via email to [emcdonald@aphanj.org](mailto:emcdonald@aphanj.org).

During the period between the issuance of this solicitation and the proposed due date, no oral interpretation of the requirements will be given. Rather, requests for interpretation (and other questions) must be made in writing by **January 9, 2025, 11:00 a.m.** to Cynthia Beniquez [cbeniquez@aphanj.org](mailto:cbeniquez@aphanj.org) with the Subject heading “Senior Development #RFP-AP-56-0-2024/CB - Questions”.

Proposal responders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Publication Date: November 19, 2024

  
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Shemea Daniels, Vice President  
Asbury Park Redevelopment & Improvement Entity

## SUMMARY

The Asbury Park Redevelopment and Improvement Entity (“ARIE”) is seeking Proposals from qualified Developer Partner(s), in connection with the Disposition, Undertaking, Finance and Development of Improvements in Connection with the Redevelopment of A Senior Development, a 100% senior public housing site owned and operated by the Asbury Park Housing Authority (“Housing Authority / Authority”), having addresses of 1018 First Avenue, Asbury Park NJ 07712 (herein referred to as the “Development”). As a public housing site, the Development is also subject to a Declaration of Trust in favor of the U.S. Department of Housing and Urban Redevelopment (“HUD”).

The Development is expected to be redeveloped in one phase. The redevelopment of the Development may be pursuant to a Section 18 disposition pursuant to Section 18 of the U.S. Housing Act of 1937, Rental Assistance Demonstration, a combination of the foregoing, or mixed finance development. ARIE wishes to obtain comprehensive Qualifications and Proposals from potential Developer Partners that address all facets of the contemplated redevelopment. ARIE also wishes to have the Development redeveloped and renovated using creative approaches, inclusive of a variety of financing sources including, but not limited to, low-income housing tax credits (“LIHTCs”), private activity bonds, FHA financing and/or other funding sources as may be noted in responses to this RFP.

ARIE is seeking a developer(s) which can provide financial and other resources to assist with the redevelopment of the Development. The selected Developer Partner(s) will work with ARIE and ARIE staff, and its designee(s) through this process, as the same relates to financing strategies, Dispositions, RAD Program rules and regulations, completing the financing plan, pre-development and construction. To create the desired results will require comprehensive planning and leveraging resources and coordination of planning efforts for the contemplated redevelopment. Through this process, ARIE desires to create very strong communities that are both sustainable and diverse, and which are in further of its mission.

Following advertisement, ARIE may wish to amend the contents of this solicitation. In such situations, ARIE will issue an addendum to the solicitation setting forth the nature of the modification. All addenda will be posted on the Asbury Park Housing Authority’s website at [www.aphanj.org](http://www.aphanj.org) and distributed to the prospective respondents, if known, via electronic mail.

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

Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (P.L. 1975 c. 127 Affirmative Action). This solicitation is subject to the requirements of N.J.S.A. 40A:11-1 et seq., 2 C.F.R. 200 et seq., and 24 C.F.R. 85.36.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Executive Summary**

ARIE is seeking a Developer Partner(s) to partner with it and other interested stakeholders in the redevelopment of the Development, all as above defined. ARIE provides affordable low-income housing to people in the City of Asbury Park, New Jersey. ARIE is committed to providing quality, affordable housing in healthy neighborhoods through partnerships with residents and other groups and stakeholders, including the City, fostering neighborhood development and opportunities for those we serve to achieve self-sufficiency.

The ARIE envisions that the selected Developer Partner(s) will be responsible for working with the ARIE and any related entities and stakeholders in arranging for the comprehensive redevelopment of the Development (as above defined), the Dispositions, RAD Program assistance, undertaking, apply for and obtain financing and developing of improvements in connection therewith. The Developer Partner(s) will also assist the appropriate financing for the development in conjunction with the redevelopment of the Development. The Developer Partner(s) will also be responsible for securing tax credits as well as other financing. ARIE may select one or more than one Developer Partner(s) that will be responsible for partnering with ARIE for the redevelopment of some or all of the Development, although it is anticipated that a single Developer Partner to facilitate redevelopment of the entire Development will be selected. ARIE, in its sole discretion, will determine the extent of the role the Developer Partner(s) will play in each component of the redevelopment effort.

ARIE is seeking a Developer Partner(s) who can provide, amongst other things, financial resources to assist with the redevelopment of the Development. The Developer Partner will assist the ARIE through all stages of the process, and advise ARIE staff on, among other things, financing strategies, RAD Program rules and regulations, pertinent application processes, dispositions, planning and construction. To create the desired results for the Development will require comprehensive planning and leveraging of resources, and coordination of planning and other efforts for the Development. Through this process, the ARIE desires to improve upon and preserve the current affordable housing portfolio within the City.

### **1.2 New Senior Development Portfolio**

See attached hereto as **Attachment A** an envisioning of the Site and Unit Configurations within the Development which is the subject of this RFP.

### **1.3 Rules, Regulations, Insurance and Licensing Requirements**

A. The successful Responder(s) shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to any conflict of interest. Responding Developer Partner(s) are presumed to be familiar with all Federal, State, and local laws, ordinances, codes, rules and regulations that may in any way affect the services to be provided. The Respondent(s) must not be debarred, suspended or otherwise ineligible to contract with the ARIE, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs," or HUD's Limited Denial of Participation List.



- B. *The Public Works Contractor Registration Act*: N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor, and any listed subcontractors named in a contractor’s response (if required to be listed by the bid specifications or proposals, if any), shall possess a certificate **at the time the response is submitted**. After responses are received and prior to award of contract, the successful Responder shall submit a copy of the Responder’s certification, along with those of all listed subcontractors (if required to be listed by the bid specifications or proposals, if any). All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the Project. It is the Responder’s responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work.

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

- Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any public property or premises, whether or not the work is paid for from public funds...”
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

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

- C. HUD General Conditions for Construction Contracts – Public Housing Program HUD Form 5370. [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a)
- D. Davis-Bacon/HUD/New Jersey Prevailing Wage Determination – any and all persons employed on the pertinent aspects of this job shall be subject to Davis-Bacon/HUD/New Jersey Prevailing Wages determination. The Responder shall be required to provide weekly certified payrolls to ARIE upon any request for payment, and all employees on the job shall be subject to random HUD-interviews to verify payment of prevailing wages. The Responder shall ensure that this requirement is factored in as part of its response.
- E. **INSURANCE** – Responder must possess and maintain the following insurance coverages during the undertaking of the Development, as applicable:
- (1) Worker’s Compensation Insurance – all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker’s Compensation laws;

- (2) Automobile Liability Insurance – must cover all owned, non-owned, and hired vehicles used in connection with the services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;
- (3) Comprehensive General Liability Insurance – must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify ARIE’s property, including the Development, as being covered by the Policy; and,
- (4) Professional Liability Insurance – must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

#### **1.4 Contract Form and Issues**

No contractual rights shall arise from the process of negotiation, until such time as ARIE and the selected Developer Partner or Partners have signed a written agreement. Work under the agreement shall commence immediately upon execution of such agreement, or as may be otherwise provided for therein. The parties further concur that ARIE must approve the agreement by formal action, and both agree to work diligently to implement changes as required.

#### **1.5 Contact with ARIE, Staff, Board of Commissioners, and Residents**

During the solicitation process period and subsequent evaluation process, Responders shall not make any contact regarding this solicitation with ARIE staff, its Board of Commissioners, Asbury Park Housing Authority staff, its Board of Commissioners or residents other than those identified in this RFP.

#### **1.6 Incurred Cost in Preparation of Qualifications**

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

#### **1.7. MBE/WBE Utilization and Resident Employment Goals**

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

ARIE also prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin, and to conduct its contracting and purchasing programs so as to prevent such discrimination.

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

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

## **PART II - PROJECT INFORMATION**

### **2.1 General Overview**

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

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

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

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

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

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

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

H. Contractor Status: Any successful Developer Partner(s) will be an independent contractor and not an employee of ARIE.

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

J. Government Restrictions: In the event any governmental restrictions may be imposed, which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent(s) to immediately notify ARIE in writing, specifying

the regulation which requires an alteration. ARIE reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to ARIE.

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

L. Due Diligence: All procurement transactions shall be conducted only with responsible contractors, that is, those contractors who have the technical and financial competence to perform and who have a satisfactory record of integrity and performance. Where warranted and before awarding a contract, ARIE shall review the proposed Developer Partner(s)'s ability to perform the contract successfully, considering factors such as the contractor's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the contractor), and financial and technical resources.

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

## **2.2 General Scope of Services**

The selected Developer Partner(s) will be required to propose strategies for the Development which they are proposing to redevelop, including without limit financing, planning and construction strategies, strategies respecting Dispositions, and strategies respecting RAD financing and program requirements. The strategies shall provide supporting documentation and information in sufficient detail to justify the proposed strategies, as well as ensuring that the improved developments reflect a commitment to excellence.

ARIE also expects that the Developer Partner(s) shall develop, among other things, a financing plan and package specific to financing sources for the Development and that the Developer Partner(s) shall be responsible for assisting ARIE in the implementation and development of the Development.

## **2.3 Preferred Concept(s)**

ARIE prefers to consider all management options proposed by Responders. However, in recognition of the Developer Partner(s)'s, and any investor's, contribution and risk, there may be an initial period in which the investor or its designee may prefer to co-manage certain aspects of the Development. At a mutually agreed upon and appropriate time, ARIE or its designated affiliate does desire to determine the appropriate management entity for the Development.

## **2.4 Development Strategy**

In undertaking this initiative, one of ARIE's fundamental goals remains that of providing incentives for

private investment in the Development. ARIE is seeking a Developer Partner(s) that can provide creative and innovative ways of financing, rehabilitating, constructing and potentially managing the Development in carrying out the mission of providing affordable housing in a strong housing environment.

The Development Strategy of potential Developer Partners(s) must address at least the following items:

- A. Integrating Section 8 and/or LIHTC rental units with the Development.
- B. Better integrating the Development within the fabric of the surrounding neighborhood.
- C. Creating high quality housing that will be attractive, energy-efficient and will have long-term viability without extraordinary capital improvement resources.
- D. Identifying new or creative forms of ownership, management, financing, resident selection, and service delivery that will assist ARIE in carrying out its mission of providing high quality living environments for our tenants.
- E. Leveraging funds to the maximum extent feasible by aggressively pursuing both the public (state, local, and federal) and private (foundations, conventional, equity, and debt, etc.) sources of funding.
- F. Ownership Structure: The Developer Partner(s) and ARIE will develop an ownership structure that complies with all Federal regulatory requirements. The structure will identify and define the role of each entity involved. It is the intent of ARIE to negotiate a redevelopment agreement(s) with its selected Developer Partner(s). ARIE reserves the right, in its sole discretion, to serve — either directly or through a related ARIE-controlled entity — as co-general partner or owner entity in interest of the general partner of each ownership entity; provided, however, all ownership structures must be approved by HUD and the NJHMFA (if tax credits are proposed). ARIE will favorably review creative Qualifications that mitigate risk to ARIE and provide significant fees to ARIE for the Development.

The development of the Development may require a more complex ownership structure. Where possible, ARIE may desire to retain ownership of land, and place the land into the development through a long-term ground lease. ARIE reserves the right to do so.

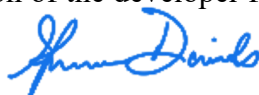
- G. Development requirements: rooftop with greenery/seating area and ground level parking [see Attachment A for reference.]

## 2.5 Participation of ARIE

ARIE will play the following roles in the redevelopment of the Development:

### A. ARIE Role as Co-Developer and Participation in Developer Fees

ARIE expects to play a significant role in the undertaking of the Development and may, in its sole discretion, elect to serve through a related entity as a co-general partner of the project owner-entity. ARIE expects to receive an appropriate portion of the developer fee and cash flow for the Development and will view Qualifications that structure and budget such fees favorably for ARIE. ARIE will also favorably review creative Qualifications that structure either ground lease payments or other fees in addition to ARIE's receipt of a portion of the developer fee and cash flow. However, ARIE shall not



provide guaranties or indemnify any third parties, and the Developer Partner(s) will be responsible for all such guaranties and indemnifications.

### **B. Deal Structure for Development**

The Developer Partner(s) will be responsible for providing comprehensive development services with respect to the physical improvements of the Development. ARIE and the Housing Authority reserve the right to utilize a ground lease agreement with the project owner-entity, if such structure is utilized. As landowner and potential asset manager, the Housing Authority, and ARIE, will be concerned about preserving long term asset value through attentive property management and ensuring compliance with applicable HUD and Housing Authority management requirements. The exact terms and relationships for property management are to be negotiated with the successful Developer Partner(s). However, it will be the intent of ARIE to negotiate a specific management initiative that will ensure that certain levels of quality and benchmarks are maintained throughout the duration of any such agreement. Developer Partner(s) that envision an alternate approach to the foregoing shall document and explain their rationale.

### **C. Transfer of Existing Residents**

This will be a new development where residents at the existing Charles Lumley Homes site will be transferred into the new development. Accordingly, the new development will require a minimum of 60 one-bedroom units, however ARIE seeks more, with no less than 600sq. ft per unit.

### **D. Cooperate with Developer Partner(s) to Obtain Low Income Housing Tax Credits**

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

### **E. Provide Housing Assistance Payments**

Subject to funding availability and HUD requirements, ARIE is willing to consider making housing assistance payments toward the cost of operating the rental units in accordance with the RAD Program project-based assistance allocated for tenant vouchers or HUD tenant protection vouchers. In such event, the terms of the housing assistance payments will be contained in a Housing Assistance Payment ("HAP") contract, that will be negotiated between ARIE and the project owner-entity.

### **F. Asset Manager**

Unless otherwise agreed in writing, ARIE or the Housing Authority will continue to have asset management responsibilities related to the Development under any HAP contract. As part of any such asset management responsibilities, ARIE will monitor and enforce the terms of any applicable ground lease and the HAP contract with the project owner entity for the Development.

### **G. Option/Right of First Refusal**

As applicable, ARIE shall have a right of first refusal to acquire any property not owned by it, at the minimum price permitted under the Internal Revenue Code (i.e., existing debt plus exit taxes) at the end of the initial LIHTC compliance period.

## **H. Legal Counsel**

ARIE will retain legal counsel of its own for the Development efforts, for its own sole use as a project expense to be covered through the Developer Partner(s). The Developer Partner(s) have the responsibility of providing for its own legal services at its own cost and expense.

### **2.6 Role of Developer Partner(s)**

The Developer Partner(s) shall be a partner in the effort to undertake the Development. The Developer Partner(s) will be responsible for without limit:

- A.** Preparing and submitting complete tax credit and similar application(s), including RAD Program applications, and other documents to HUD and other appropriate agencies in a timely manner.
- B.** Secure financing for the Development. Also, reviewing and providing guidance of all documents pertaining to temporary and permanent financing, loans, collateralization and other financial strategies necessary for the Development, including in connection with RAD or other Dispositions or conversions.
- C.** Complying with all representations, terms, conditions, and requirements set forth in ARIE's various applications, including any RAD applications, except for changes approved by ARIE, the Housing Authority and HUD (if and as applicable);
- D.** Complying with all requirements related to the HUD RAD Program, as applicable, including but not limited to those set forth in HUD PIH 2012-32 (RAD's Final Implementation Notice) and any subsequent follow up notices from HUD;
- E.** Work closely with ARIE's legal counsel and staff regarding matters of financing structuring as it relates to IRS Code Section 42, IRS Technical Advice Memoranda (TAMs), other relevant Code Sections and other applicable federal, state and local regulations;
- F.** The selected Developer Partner(s) will be responsible for market analysis and appraisals to develop and obtain financing for the Development.
- G.** If required, preparing applications to obtain tax credits and bond application allocations from the New Jersey Housing Mortgage Finance Agency (NJHMFA) in accordance with the qualified allocation plan. The Developer Partner will also be responsible for soliciting, following approval of the solicitation process by ARIE, at least two tax credit syndicators to bid on the tax credits received for the Development. The Developer Partner shall be responsible to incorporate all agreed to terms into any solicitation of tax credit syndicators and any subsequent Letters of Interest. The Developer Partner shall provide ARIE with the opportunity to review all syndication Qualifications and ARIE shall have the right to approve the selection of each syndicator. Additionally, throughout the development process, the Developer Partner shall share all syndicator financial projections promptly upon request by ARIE.
- H.** Developing design and construction documents for the Development; obtaining ARIE approval, obtaining NJHMFA approval on low-income tax credit units, if applicable, and obtaining the City of Asbury Park approvals and permits. If ARIE elects, in its sole discretion, to pursue bond financing,

working with ARIE on submission of application and approval for bonds.

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

**J.** Coordinating all development activities, including reporting and budget requirements, with ARIE.

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

**L.** ARIE will rely upon the Developer Partner(s) to finance predevelopment activities but may, in its sole discretion, provide other financial sources. ARIE will look more favorably upon Qualifications where the Developer is responsible for all predevelopment costs.

**M.** Developing an approved Disposition, conversion, construction and rehabilitation strategy, as appropriate, for the Development. All development plans shall be approved by ARIE.

**N.** Identification of various options concerning the following:

1. Feasible financial resources needed, and available to implement the plan.
2. The plan must address financing in satisfaction of due diligence and the underwriting requirements of conventional lenders, the U. S. Department of Housing and Urban Development (HUD) and ARIE.

**O.** ARIE envisions that there may be multiple sources of funding, which may include the following, but not limited to:

1. NJHMFA LIHTCs
2. Bond Financing
3. Local Contributions
4. FHA Financing
5. HOME Funds
6. Other Funding Sources

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

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

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

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

D. Identify and secure appropriate detailed financial information to support the Development, and as otherwise identified in this RFP.

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

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

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

## **PART III - PROCUREMENT PROCESS**

### **3.1 Directions for Submission**

The Partner Developer's proposal response to this solicitation must be received no later than **11:00 a.m. on January 22, 2025**. All responses shall be clearly titled "**Senior Development**", **RFP-AP-56-0-2024/CB** and submitted via:

1. Visiting our website at [www.aphanj.org](http://www.aphanj.org). Select Business tab, then select Requests for Proposals. Select appropriate RFP to upload documents.
2. Submissions may also be dropped off in person at:

Asbury Park Housing Authority  
1000 ½ Third Avenue  
Asbury Park, NJ 07712

### **3.2 Qualification Criteria for Proposed Development Partner Team**

The Developer Partner(s) for this project must be capable of handling all aspects of the Development, including planning, construction, financing and other aspects thereof, including as applicable Dispositions, conversions and RAD Program requirements. The selection committee will evaluate the following:

- A. Previous experience developing, financing and managing affordable housing, including both public housing and low-income tax credit housing.
- B. Previous experience providing development and financial advisory services to public housing authorities.
- C. Experience in successful project management and completion of affordable redevelopment under

HUD programs.

D. Previous experience and success in securing financing for affordable housing, particularly, but not limited to, LIHTCs and Tax-Exempt Bond Financing.

E. Financial capability to complete the Development project.

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

### **3.3 Qualification Response and Technical Response Requirements**

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

#### **A. Team Participants and their Specific Roles**

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

#### **B. Personnel and Table of Organization**

Respondents shall submit an organizational chart showing all of the individuals that will be assigned to this Development project effort. This chart should reflect the hierarchy and lines of communication. Also, resumes or curriculum vitae of the key individuals shall be included with a detailed description of the responsibilities that they will be required to perform. Additionally, with respect to the Project Manager and lead individuals in each discipline, describe the degree to which such individuals and firms can dedicate their professional time to the initiative which is the subject of this RFP.

#### **C. Financial Statements**

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

Include a statement disclosing and describing any instance of non-compliance or default in any public

housing transaction, including mixed finance or HOPE IV transactions, by the proposed Developer Partner(s), its affiliates or assigns.

#### D. Financing Plan

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

#### E. References

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

#### F. Development Capacity

Respondents shall indicate their ability to devote significant team resources to the Development project. Respondents shall also describe the general approach they will take toward the Development with respect to which they wish to partner. This shall consist of a description of the extent of the work anticipated in connection with the Development, the length of time it will take to complete the Development, and an estimation of the costs for the same.

#### G. MWBE/Section 3 Goals

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

### **3.4 Certifications and Assurances**

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

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

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

### **3.5 Organization of Submitted Qualifications Packages**

The instructions below provide further guidance on the preparation of Qualifications Packages submitted in response to this RFP. Their purpose is to establish the requirements, and the order and format of Qualifications Packages, so that Qualifications Packages are complete, contain all essential information and can be evaluated easily.

Assemble your submission in the order described below:

#### **A. Letter of Interest**

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

#### **B. Team Experience and Qualifications**

##### **1. Organizational Chart**

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

##### **2. Profile of the Developer Partner(s)**

Provide an overview and profile of Developer Partner(s)' experience in undertaking work similar to that which is proposed in connection with the Development. Identify all affordable, public housing, Section 8 Project Based and LIHTC efforts the development entity has been involved in. Provide profiles on the key staff, including the Project Manager, who are anticipated to be involved in the Development effort which is the subject of this RFP. This information shall specify key roles and previous experience with large housing development and similar efforts.

Attach resumes or curriculum vitae of all key personnel of the development entity. Attach financial statements from Developer Partner(s) and the individual designated as Project Manager. Also attach references as described in Section 3. 3 above.

##### **3. Profile of Development Team Members**

For each team member not directly employed by the development entity, provide an overview of their experiences in contributing to affordable housing development, disposition and financing in a role as

anticipated in your response to this solicitation. Include the resumes or curriculum vitae of all such team members.

#### 4. List and Summarize Recent Relevant Development and Financing Experience

#### 5. Examples of at least two (2) Recent Relevant Financing Models for Development or Redevelopment Deals

#### 6. Application Development Schedules

Respondents shall describe the general approach they will take towards redeveloping the Development. This shall consist of a description of the extent, as applicable, of the financing, rehabilitation, construction of other work anticipated, the length of time it will take to complete the same, and an estimation of the costs in connection therewith.

### **A. MWBE/Section 3 Goals**

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

### **B. Contract Requirements and Certifications**

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

### **C. Other Attachments**

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

### **3.6 Evaluation of Qualifications Packages**

All Qualifications Packages shall be evaluated based on the evaluation criteria outlined below. A Selection Committee shall be established, and will be responsible for overseeing the selection process, and making a recommendation for approving qualified Developer Partner(s) in connection with the Development. The Selection Committee shall determine a comprehensive range based on application of the established criteria as detailed below, which shall all be comprehensively considered in evaluating Qualifications of prospective Developer Partner(s). If there are a number of respondents that falls within the competitive range following evaluation, then the ARIE, at its sole discretion, may schedule interviews with the Selection Committee.

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

### 3.7 Evaluation Criteria

The following evaluation factors shall be used in determining the evaluation of Qualifications Packages hereunder, comprehensively looking to all criteria to establish a range of whether Qualifications are possibly: (i) acceptable; (ii) potentially acceptable; and/or, (iii) unacceptable.

**Experience and Qualifications:** Experience in development, redevelopment, finance, construction, conversion, dispositions and other aspects of property management and undertaking of rental housing, including public housing, Section 8, RAD, tax credit, and mixed-income housing. Responders should submit a list of references for whom it provided similar services. Capability and experience of the members of the Developer Partner's team will be considered, along with a determination of availability of all required skills necessary for the Development process at issue here. Experience with community-based development or redevelopment, including collaboration with community organizations, will also be considered. Evidence of quality performance on-time and on-budget will also be considered.

**Financial Capacity:** Overall financial strength of the Developer Partner(s) to undertake the Development. Demonstrated record of financing affordable housing projects through a variety of funding sources, and knowledge and experience working with the funding sources identified in this RFP. Successful development or redevelopment of projects utilizing LIHTCs. Contribution of Developer Partner(s) and demonstrated ability to bring financial resources to leverage dollars and to create a desired result in connection with the Development.

**Development and Development Structure:** Completeness and responsiveness to all requirements and priorities of the ARIE as described in this RFP, including but not limited to participation of the ARIE in the anticipated development structure. The ARIE reserves the right to declare incomplete Qualifications Packages as non-responsive. Demonstrated conceptual understanding of HUD programs, such as HUD mixed-finance, project-based vouchers, FHA financing, RAD Program, etc. Additional Factors that will be considered:

- Clarity and coherence of presentation set forth in Qualifications Package.
- Concept and proposed structuring.
- Enhancement of neighborhood appearance.
- Plan for long-term property management and asset management consistent with this RFP. Consideration of the involvement of residents in planning, operations, and benefits.

**Price/Fee:** Potential Developer Partner(s) must submit all of their proposed categories of fees as an attachment. Responders should describe how they will provide services in a way that will allow the ARIE to: (i) anticipate the estimated cost of the services; and, (ii) control of the costs of the services. ARIE reserves the right to negotiate fees and cost with the Developer Partner(s) it tentatively selects, and to reject any such Responder should those negotiations be unsuccessful. ARIE must judge the Responder's proposed fees to be reasonable. Note: The person signing the response to this RFP, including with respect to price and fees, must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected and cannot be signed after the submission has been opened. No signatures shall be in pencil.

**MWBE, Local Participation and Section 3:** Provision for MWBE and Section 3 local participation, and past experience in achieving such participation.

### **3.8 Selection Process**

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

#### **A. Review for Compliance with Submission Requirements**

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

#### **B. Initial Evaluation**

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

#### **C. With or Without Discussions and Oral Interviews**

The Committee or someone it designates for the purpose may conduct separate discussions, which may involve an in-person interview, with each respondent designated acceptable or potentially acceptable. The purpose of these discussions would be to ensure that each respondent understands the work to be performed as sought by this RFP. ARIE reserves the right to proceed in the evaluations without discussions.

#### **D. Written Modification of Qualifications Proposal**

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

#### **E. Best and Final Offers**

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

offer.

## **F. Final Evaluation**

The Committee shall make a final evaluation of the respondents using the criteria in this RFP, giving consideration to all evaluative criteria set forth. It shall then make a recommendation to the ARIE Board of Commissioners.

## **G. Negotiation of Contract**

ARIE will attempt to negotiate a contract with the chosen Developer Partner(s). If negotiations are not successful, ARIE will attempt negotiations with the next highest evaluated respondent(s) and so on until it contracts for a fair and reasonable price or until it terminates the process.

## **H. Qualifications Evaluation Period**

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

## **3.9 Execution of Contract**

Subsequent to the award, and within thirty (30) calendar days after the proscribed forms are presented for signature (or such longer period as ARIE may specify in writing), the successful respondent shall execute and deliver to ARIE a signed contract and all insurance certificates, licenses, permits, etc., required in this solicitation, and be ready to implement services at the end of thirty (30) day period, or such longer period as ARIE may specify in writing.

### **A. Laws and Regulations**

The Developer Partner(s) shall, at all times, observe and comply with laws, statutes, ordinances, regulations and codes of the Federal, State, County and local government agencies, which may in any manner affect the performance within the intendment of this RFP and the awarded Contract.

### **B. Indemnification of ARIE by Developer Partner(s)**

Developer Partner(s) expressly agree to indemnify, save, defend and hold harmless the ARIE, its officers, members, employees, agents and assigns, from all losses, costs, damages and/or expenses with respect to all demand claims, suits, and/or judgments for personal injuries, including death, to any person (including but not limited to third parties, officers, members, employees, agents and assigns of ARIE, employees of Developer Partner(s) or and sub-contractor and their dependents or personal representatives), or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Developer Partner(s) or by sub-contractors or the employees or agents of either of them. Developer Partner(s) further agree to defend ARIE and to reimburse ARIE for any

reasonable cost and expense, including attorney's fees, which the ARIE may incur or be put for the defense from any such claim.

### **C. Right to Audit**

Developer Partner(s) shall make available for audits its books, records, ledgers, and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the ARIE's internal and external auditors, or the auditors of any governmental agency with jurisdiction over the Development.

### **D. Retention of Records**

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

### **E. Limitations**

This RFP is issued only to solicit Qualifications as identified herein. ARIE and its Board of Trustees are in no way committed hereby to accept and/or award any contracts to any Responder(s). The final decision to award any contract to any Responder(s) rests with ARIE Board of Trustees.

### **F. Contract Administrator**

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

### **G. Contract Enforcement**

If a Developer Partner(s) fails to comply with any term of an award, whether stated in a federal or other statute or regulation, any assurance, or program plan and/or agreement, ARIE may take one or more of the following actions:

1. Withhold Payments. Not Applicable.
2. Disallow Activity. Disallow all or part of the cost of the activity or action not in compliance.
3. Suspend or Terminate Award. Wholly or partly suspend or terminate the current award for the program and/or services consistent with the terms and conditions of any awarded agreement, or consistent with any governing applicable laws or regulations.
4. Withhold Further Awards. Withhold further or future awards to any such Developer Partner(s).

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

6. Costs incurred by the Developer Partner(s) during a suspension, or after a termination of an award, are not allowable unless approved in writing by ARIE.

## **H. Termination of Contract**

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

## **I. No Guaranteed Minimum**

Under this RFP, the ARIE reserves the right to make either a single award or multiple awards in connection with the Development (although the strong preference is for one Developer Partner to oversee all aspects of the Development), and to pursue contractual agreement and arrangements to meet its needs for the Development and related activities. The ARIE reserves the right to determine how and when, at its sole judgment and discretion, awards shall be made in the best interest of its operations or strategic vision. The ARIE therefore offers no guarantee minimum quantities to be procured under this solicitation, or any resultant agreement or contract.

## **J. Reporting/Auditing Requirements**

The ARIE and/or its designee reserves the right to conduct a financial and operational review and/or audit of the books and records of Developer Partner(s) and/or any other provider of the goods and services under this RFP. Such records shall include, but not be limited to, service and audit records, and financial and invoicing records.

## **K. Ownership of Data and Materials**

All data, material and documentation either prepared for or by the ARIE pursuant to this solicitation and any award contract, shall belong exclusively to ARIE.

ATTACHMENT A

NEW DEVELOPMENT UNITS AND CONFIGURATION

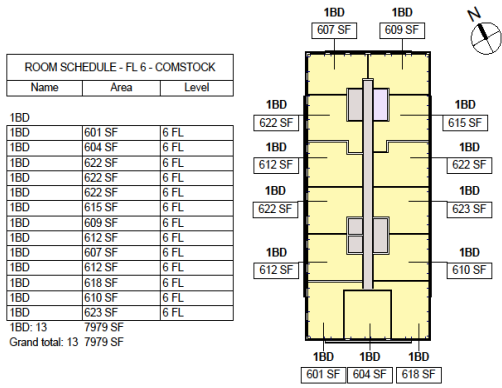
**1018 FIRST AVENUE**

**BLOCK 404 LOT 1  
ASBURY PARK, NJ 07712**

**PROPOSED NEW SIX STORY -65 UNIT MULTIFAMILY  
STRUCTURE AT COMSTOCK COURT**



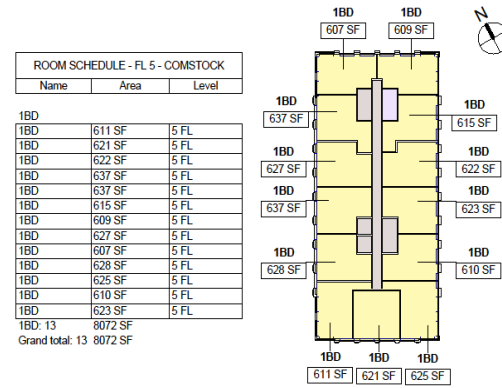




ROOM SCHEDULE - FL 6 - COMSTOCK

Name	Area	Level
1BD	601 SF	6 FL
1BD	604 SF	6 FL
1BD	622 SF	6 FL
1BD	622 SF	6 FL
1BD	615 SF	6 FL
1BD	609 SF	6 FL
1BD	612 SF	6 FL
1BD	607 SF	6 FL
1BD	612 SF	6 FL
1BD	618 SF	6 FL
1BD	610 SF	6 FL
1BD	623 SF	6 FL
1BD: 13	7979 SF	
Grand total: 13	7979 SF	

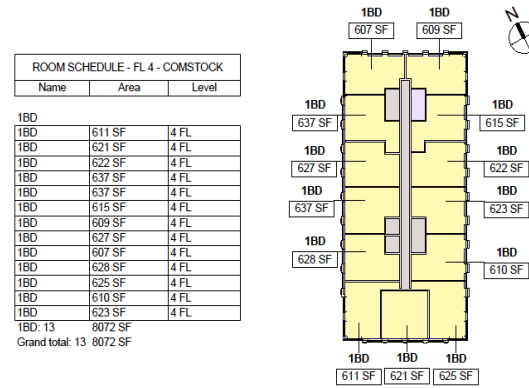
⑥ 6 FL - COMSTOCK  
 1/32" = 1'-0"



ROOM SCHEDULE - FL 5 - COMSTOCK

Name	Area	Level
1BD	611 SF	5 FL
1BD	621 SF	5 FL
1BD	622 SF	5 FL
1BD	637 SF	5 FL
1BD	637 SF	5 FL
1BD	615 SF	5 FL
1BD	609 SF	5 FL
1BD	627 SF	5 FL
1BD	607 SF	5 FL
1BD	628 SF	5 FL
1BD	625 SF	5 FL
1BD	610 SF	5 FL
1BD	623 SF	5 FL
1BD: 13	8072 SF	
Grand total: 13	8072 SF	

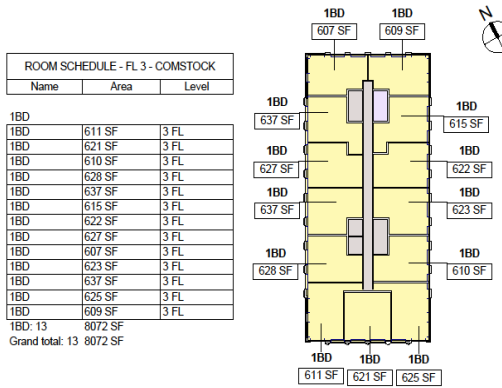
⑤ 5 FL - COMSTOCK  
 1/32" = 1'-0"



ROOM SCHEDULE - FL 4 - COMSTOCK

Name	Area	Level
1BD	611 SF	4 FL
1BD	621 SF	4 FL
1BD	622 SF	4 FL
1BD	637 SF	4 FL
1BD	637 SF	4 FL
1BD	615 SF	4 FL
1BD	609 SF	4 FL
1BD	627 SF	4 FL
1BD	607 SF	4 FL
1BD	628 SF	4 FL
1BD	625 SF	4 FL
1BD	610 SF	4 FL
1BD	623 SF	4 FL
1BD: 13	8072 SF	
Grand total: 13	8072 SF	

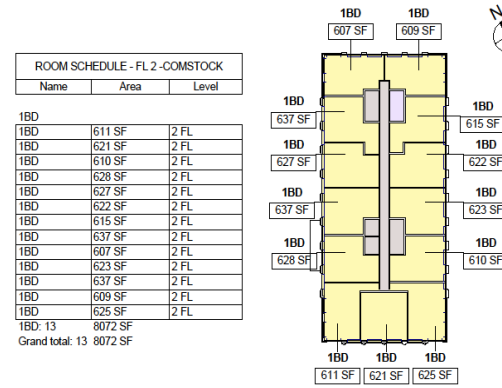
④ 4 FL - COMSTOCK  
 1/32" = 1'-0"



ROOM SCHEDULE - FL 3 - COMSTOCK

Name	Area	Level
1BD	611 SF	3 FL
1BD	621 SF	3 FL
1BD	610 SF	3 FL
1BD	628 SF	3 FL
1BD	637 SF	3 FL
1BD	615 SF	3 FL
1BD	622 SF	3 FL
1BD	627 SF	3 FL
1BD	607 SF	3 FL
1BD	623 SF	3 FL
1BD	637 SF	3 FL
1BD	625 SF	3 FL
1BD	609 SF	3 FL
1BD: 13	8072 SF	
Grand total: 13	8072 SF	

③ 3 FL - COMSTOCK  
 1/32" = 1'-0"



ROOM SCHEDULE - FL 2 - COMSTOCK

Name	Area	Level
1BD	611 SF	2 FL
1BD	621 SF	2 FL
1BD	610 SF	2 FL
1BD	628 SF	2 FL
1BD	637 SF	2 FL
1BD	622 SF	2 FL
1BD	615 SF	2 FL
1BD	637 SF	2 FL
1BD	607 SF	2 FL
1BD	623 SF	2 FL
1BD	637 SF	2 FL
1BD	609 SF	2 FL
1BD	625 SF	2 FL
1BD: 13	8072 SF	
Grand total: 13	8072 SF	

② 2 FL - COMSTOCK  
 1/32" = 1'-0"

SEAL  
 Frank J. Minervini, AIA  
 NJ License # 12076  
 NY License # 03 0297 43  
 Anthony C. Vandermark, Jr., AIA  
 NJ License # 17499  
 NY License # 30710-1  
 Adrian Melia, AIA  
 NJ License # 18278  
 Claran Kelly, AIA  
 NJ License # 18866

#	Date	Description

Project Title

COMSTOCK

Enter address here

Project Description

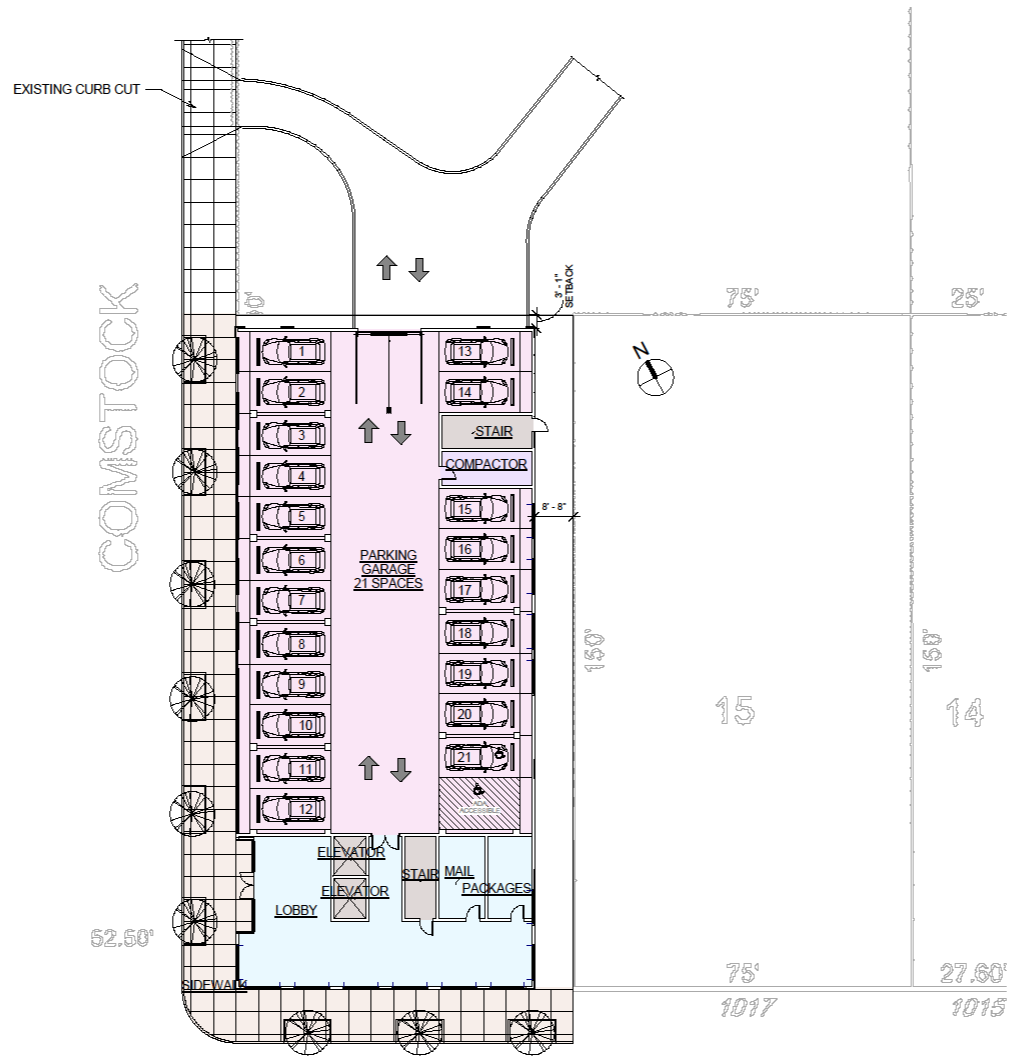
Applicant  
 Owner

Project Number : Project  
 Drawn by : Number  
 Checked by : AV/AM  
 Scale : As Noted

Sheet Title  
 FLOOR PLANS

Sheet Number

A-106



- LEGEND**
- COMPACTOR
  - ELEVATOR
  - LOBBY
  - MAIL
  - PACKAGES
  - PARKING GARAGE 21 SPACES
  - SIDEWALK
  - STAIR





## AMERICANS WITH DISABILITIES ACT OF 1990

### Equal Opportunity for Individuals with Disability

The contractor and ARIE (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (*42 U.S.C. 5121 01 et seq.*), which prohibits **discrimination** on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**Goods, Professional Service and General Service Contracts**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel

testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

OR

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

OR

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

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

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEMENT OF CORPORATE OWNERSHIP**

**Name of Business** \_\_\_\_\_

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

**OR**

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

**Check the box that represents the type of business organization:**

- Partnership     Limited Liability Corporation     Corporation     Sole Proprietorship  
 Limited Partnership     Limited Liability Partnership     Subchapter S Corporation

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

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

% of Ownership: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2025  
(Notary Public)

\_\_\_\_\_  
(Affiant)

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

My Commission expires:



**NON-COLLUSION AFFIDAVIT**

State of New Jersey County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age,

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_, the responder making this Qualification and Proposal submission for the RFP entitled **Senior Development RFP-AP-56-0-2024/CB** and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Asbury Redevelopment and Improvement Entity relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to before me this day \_\_\_\_\_

Date

Signature

\_\_\_\_\_

(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

**BID BOND**

We, the Bidder, \_\_\_\_\_, as **PRINCIPAL**, and \_\_\_\_\_ as **SURETY**, are held and firmly bound unto AUTHORITY, hereinafter called the "Obligee", in the penal sum of 10% of the Principal's Total Bid Price, NTE \$20,000, lawful money of the United States, for the payment of which sum well and truly to be made the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The **CONDITION** of this obligation is such that, whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_, for the following Project:

**AUTHORITY**

**NAME OF PROJECT:** Senior Development

**NOW, THEREFORE**, if the Obligee shall accept the Bid of the Principal and the Principal shall timely enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if Principal shall pay to the Obligee the difference not to exceed the penalty hereof consisting of the difference between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The name and corporate seal of each corporate party is affixed and this bid bond is herewith duly signed by its undersigned representative, pursuant to authority of its governing body.

**PRINCIPAL / BIDDER**

ATTEST:

\_\_\_\_\_  
Principal's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Principal's Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date (Affix Corporate Seal)

\_\_\_\_\_

**SURETY COMPANY (FOR BID BOND)**

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-Fact

\_\_\_\_\_  
Title of Witness

\_\_\_\_\_  
Name of Attorney-in-Fact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(Affix Corporate Seal)

**An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney clearly indicating signer's authority to sign the required Bid Bond.**

**CONSENT OF SURETY**

**RE:** \_\_\_\_\_  
(Bidder)

**ASBURY PARK HOUSING AUTHORITY (Owner)**

**NAME OF PROJECT:** Senior Development

**ON NOTICE TO OWNER**, the undersigned surety company, being duly qualified to engage in the surety business in the State of New Jersey and meeting all the conditions and requirements of the Project Owner's Bid Solicitation, does hereby certify, consent, agree, promise, covenant, represent, guarantee and warrant to the Project Owner that, if the Contract for this Project is awarded to the Contractor/Bidder, the undersigned surety company shall promptly issue the separate performance bond and the labor and material payment bond, both bonds to be in an amount equal to one hundred percent (100%) of the total contract price and to be conditioned so as to indemnify the Project Owner against any loss due to the failure of the Contractor/Bidder to meet its obligations under the awarded Project Contract and otherwise in the form required by the Project Owner's Bid Solicitation.

**CONTRACTOR/BIDDER**

**SURETY COMPANY**

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature - Attorney in Fact

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Name of Attorney in Fact

\_\_\_\_\_  
Title of Signer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney verifying signer's unqualified authority to sign this Consent of Surety.**

## Disclosure of Investment Activities in Iran

**Responder Name:**

### Part 1: Certification

*RESPONDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

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

#### **Check the Appropriate Box**

I certify, pursuant to Public Law 2012, c. 25, that neither the responder listed above nor any of the responder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the responder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTEMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

### Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Owner is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify the Owner in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Date:</b>	

**NOT CURRENTLY REQUIRED PENDING LITIGATION**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN  
RUSSIA OR BELARUS  
PURSUANT TO P.L.2022, c.3  
SENIOR DEVELOPMENT**

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**CONTRACT / RFP SOLICITATION No. RFP-AP-56-0-2024/CB**

**Prohibited Activities:** Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Failure to provide such description will result in the RFP being rendered as non-responsive, and the Owner will not be permitted to contract with such person or entity, and if a RFP is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**CHECK THE APPROPRIATE BOX**

\_\_\_\_\_ I, the undersigned , am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Responder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,<sup>i</sup> section 1.e, except as permitted by federal law.

*CHECK ONE BOX BELOW:*

\_\_\_\_\_ I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

*OR*

\_\_\_\_\_ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If checked, a detailed, accurate and precise description of the activities is provided below.

---

Signature of Authorized Representative

Date: \_\_\_\_\_

(PRINT NAME) \_\_\_\_\_

**VENDOR'S ACKNOWLEDGEMENT OF ADDENDA**

The respondent hereby acknowledges receipt of the following Addenda to ARIE's solicitation:

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

\_\_\_\_\_  
Signature of Respondent's Agent

**QUALIFICATIONS AND PROPOSALS DOCUMENT CHECKLIST**

**Senior Development RFP-AP-56-0-2024/CB**

	<b>Required</b>	<b>Initial each required entry and if required submit the item</b>
Support for Evaluation Criteria under the RFP	X	
Financial Capacity Documentation as necessary and applicable Bid Guarantee, Consent of Surety, Certified Financial Statements, Business Line of Credit, Link to Online Annual Report, Federal Tax Account Transcript)	X	
Disclosure of Investment Activities in Iran	X	
Certification of Non-involvement in Prohibited Activities	X	
References (3-5 of them)	X	
Vendor’s Acknowledgement of Addenda	X	
Valid Business License(s)	X	
Valid State of N.J. Business Registration Certificate	X	
Certificate of Insurance as necessary	X	
Affirmative Action Compliance	X	
Statement of Corporate Ownership	X	
Representations, Certifications and Other Statements of Responders	X	
Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion	X	
Non-Collusion Affidavit	X	