Asbury Park Housing Authority

Request for Proposals #RFP-AP-83-0-2026/CB

For Developer Partner(s) In Connection with the Disposition, Finance, and Development of Improvements Located At 903 and 913 Springwood Avenue and 101 Memorial Drive, Asbury Park, New Jersey

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 family housing development located at 903 and 913 Springwood Avenue and 101 Memorial Drive, Asbury Park, NJ (the "Development") will be received by the Asbury Park Housing Authority (the "Housing Authority / Authority") on **September 14, 2026 at 10:00 A.M.** prevailing time, in the 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:

<u>The Development</u>:

Proposal responders (the **"Responders"** or **"Respondent(s)"**) 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 **"<u>Proposal Title Name</u>"** listed on the outside, and addressed to Jason Jennings, 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. Visit our website at 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 **Thursday, July 30, 2026, at 11:00AM**. Vendors should confirm their intent to attend by calling Ed McDonald, Director of Operations, at 732-774-2660 Ext. 303 or via email at 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 **<u>August 10, 2026, 5:00 p.m.,</u>** to Cynthia Beniquez cbeniquez@aphanj.org with the Subject heading "Family Development RFP-AP-83-0-2026/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:

____
Jason Jennings, Executive Director
Asbury Park Housing Authority

SUMMARY

The Asbury Park Housing Authority (the **"Authority"**) is seeking responses (the **"Proposals"**) from qualified developers (the **"Developer Partner(s)"**), in connection with the Disposition, Undertaking, Finance, and Development of Improvements in Connection with the Redevelopment of a Family Housing Development, a 100% family public housing site owned and operated by the Authority, having addresses of 903 and 913 Springwood Avenue and 101 Memorial Drive, Asbury Park New Jersey 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 Development (**"HUD"**).

The Development is expected to be redeveloped in two phases. 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. The Authority wishes to obtain comprehensive Proposals from potential Developer Partners that address all facets of the contemplated redevelopment. The Authority 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, Federal Home Loan Bank of New York, NJDCA National Housing Trust Fund, FHA financing and/or other funding sources as may be noted in responses to this RFP.

The Authority 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 the Authority and the Authority's staff, and its designee(s) through this process, as the same relates to financing strategies, dispositions, Rental Assistance Demonstration (**"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, the Authority desires to create very strong communities that are both sustainable and diverse, and which may further its mission.

Following advertisement, the Authority may wish to amend the contents of this solicitation. In such situations, the Authority will issue an addendum to the solicitation setting forth the nature of the modification. All addenda will be posted on the Authority's website at and distributed to the prospective respondents, if known, via electronic mail.

The Authority 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 the Authority.

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.

OVERALL PROJECT DESCRIPTION

There will be two phases of construction for this Development. 101 Memorial Drive has a building located in the northerly portion of the property which already has an affordable housing project (the **"Lincoln Village Site"**). The property located at the southwesterly corner of the block at the intersection of Springwood Avenue and Prospect Avenue with the street address 903 and 913 Springwood Avenue will be another phase of the Development (the **"Home Plate Site"**). The Home Plate Site will have approximately 101 units of family rental housing (**"Phase I"**) and the Lincoln Village Site will have approximately 88 units of family rental housing which will include 60 within the multi-family structure and 14 two-family townhomes, totaling 28 units (**"Phase II"**). This will be a total of at least 152 and no more than 189 units. The Lincoln Village Site presently contains a building with 63 affordable housing units. This building will be demolished after Phase I is complete and redeveloped into Phase II. The property will be conveyed to the developer pursuant to a ground lease.

PART 1 - GENERAL INFORMATION

1.1 Executive Summary

The Authority is seeking a Developer Partner(s) to partner with it and other interested stakeholders in the redevelopment of the Development, all as above defined. The Authority provides affordable low-income housing to people in the City of Asbury Park (the **"City"**), New Jersey. The Authority 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 Authority envisions that the selected Developer Partner(s) will be responsible for working with the Authority 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 LIHTCs as well as other financing. The Authority may select one or more than one Developer Partner(s) that will be responsible for partnering with the Authority 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. the Authority, in its sole discretion, will determine the extent of the role the Developer Partner(s) will play in each component of the redevelopment effort.

The Authority 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 Authority through all stages of the process, and advise the Authority 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 Authority desires to improve upon and preserve the current affordable housing portfolio within the City.

1.2 New Family 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 Authority, 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 sub-contractors 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

C. HUD General Conditions for Construction Contracts – Public Housing Program HUD Form 5370. https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a

D. Davis-Bacon/HUD/New Jersey Prevailing Wage Determination – any and all persons employed on 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 the Authority 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 the Authority'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 the Authority and the selected Developer Partner(s) 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 the Authority must approve the agreement by formal action, and both agree to work diligently to implement changes as required.

1.5 Contact with the Authority, 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 the Authority's staff, its Board of Commissioners, or residents other than those identified in this RFP.

1.6 Incurred Cost in Preparation of Proposals

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 the Authority 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 Authority 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 Authority provides minorities and women equal opportunity to participate in all aspects of Authority 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.

The Authority 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 Authority, 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 Authority has not established any specific goals for Minority Business Enterprise/Women Business Enterprise **("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. <u>Oral Communications</u>: Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

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

C. Reservation of Rights: The Authority 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 Authority's official responses and other official communications pursuant to this RFP shall constitute an amendment to this RFP.

E. Official Responses & Communication: Only the Authority's official, written responses and communications shall be considered binding with regard to this RFP. The Authority 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 the Authority's website, or by other electronic means).

F. Modification of Solicitation: The Authority 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 the Authority's goals, policies, or strategies to do so.

G. Modification of Contract: The Authority 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 the Authority'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 the Authority.

I. Funding Limitations: The Authority 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 the Authority in writing, specifying the regulation which requires an alteration. The Authority reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the Authority.

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, the Authority 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. The Authority 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.

The Authority 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 the Authority in the implementation and development of the Development.

2.3 Preferred Concept(s)

The Authority 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, the Authority 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 the Authority's fundamental goals remains that of providing incentives for private investment in the Development. The Authority 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 the Authority 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 the Authority 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 the Authority to negotiate a redevelopment agreement(s) with its selected Developer Partner(s). The Authority reserves the right, in its sole discretion, to serve — either directly or through a related Authority-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 New Jersey Housing Mortgage and Finance Agency (**"NJHMFA")** (if LIHTCs are proposed). The Authority will favorably review creative Proposals that mitigate risk to the Authority and provide significant fees to the Authority for the Development.

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

2.5 Participation of the Authority

The Authority will play the following roles in the redevelopment of the Development:

A. The Authority Role as Co-Developer and Participation in Developer Fees
The Authority 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. The Authority expects to receive an appropriate portion of the developer fee and cash flow for the Development and will view Proposals that structure and budget such fees favorably for the Authority. The Authority will also favorably review creative Proposals that structure either ground lease payments or other fees in addition to the Authority's receipt of a portion of the developer fee and cash flow. However, the Authority 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. The Authority reserves 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 Authority, will be concerned about preserving long term asset value through attentive property management and ensuring compliance with applicable HUD and 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 the Authority 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
Once Phase I of the Development is complete, residents at the existing Lincoln Village Site will be transferred to the new Home Plate Site. Upon the transfer of said residents to the Home Plate Site, the existing Lincoln Village Site will be demolished and redeveloped into 88 units of family rental housing including 60 units within the multi-family structure and 14 two-family town homes totaling 28 units.

D. Cooperate with Developer Partner(s) to Obtain LIHTCs
In the event that LIHTCs are required, the Authority will partner with the Developer Partner(s) to obtain LIHTCs. The Developer Partner(s) will be responsible for preparing the LIHTC application for review, comment, and approval by the Authority. After receipt of the Authority's approval of an LIHTC application, the Developer Partner(s) shall be responsible for making timely application for LIHTCs to develop the tax credit component of the Development. The Developer Partner(s) may suggest an alternative financing structure when appropriate. The Authority may suggest the general partner.

E. Provide Housing Assistance Payments
Subject to funding availability and HUD requirements, the Authority 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 the Authority and the project owner-entity.

F. Asset Manager
Unless otherwise agreed in writing, the Authority will continue to have asset management responsibilities related to the Development under any HAP contract. As part of any such asset management responsibilities, the Authority 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 appliable, the Authority shall have a right to acquire any property not owned by it for $1.00 plus any exit taxes at the end of the initial LIHTC compliance period.

H. Legal Counsel

The Authority 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 the Authority's various applications, including any RAD applications, except for changes approved by the Authority, and HUD (if and as applicable);

D. Complying with allrequirements 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 the Authority'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 LIHTCs and bond application allocations from NJHMFA in accordance with the qualified allocation plan. The Developer Partner(s) will also be responsible for soliciting, following approval of the solicitation process by the Authority, at least two tax credit syndicators to bid on the LIHTCs received for the Development. The Developer Partner(s) 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(s) shall provide the Authority with the opportunity to review all syndication qualifications and the Authority shall have the right to approve the selection of each syndicator. Additionally, throughout the development process, the Developer Partner(s) shall share all syndicator financial projections promptly upon request by the Authority.

H. Developing design and construction documents for the Development; obtaining the Authority approval, obtaining NJHMFA approval on low-income tax credit units, if applicable, and obtaining City approvals and permits. If the Authority elects, in its sole discretion, to pursue bond financing, working with the Authority 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 the Authority.

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

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

M. Developing an approved disposition, conversion, construction, rehabilitation and relocation strategy, as appropriate, for the Development. All development plans shall be approved by the Authority.

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, HUD and the Authority.

O. The Authority 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. Federal Home Loan AFP Funds
7. 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 Authority 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, the 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 the Authority. 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 the Authority.

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

PART III - PROCUREMENT PROCESS

3.1 Directions for Submission

The Developer Partner's proposal response to this solicitation must be received no later than **____[__] a.m./p.m. on [___], 2026.** All responses shall be clearly titled **"Developer Partner, RFP #______" and submitted via:**

1. Visiting our website at 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 family 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 comprise the team shall be identified, indicating their specialization(s) and specific contribution to the team. Respondents are encouraged to include specialists for all components of the program Development, including design, construction, legal, financing professionals, as well as expertise in integrating community and supportive services. The project manager (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 MBE/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 they will lead individuals in each discipline and 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 VI 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 Authority as set forth in this RFP.

E. References

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. MBE/WBE Section 3 Goals

The response shall include a discussion of the approach and methods the development team would utilize to encourage MBE/WBE 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, criteria, and state and local codes, regulations, ordinances, and statutes. It is the Authority's full expectation, and it will be a contractual requirement, that the successful Respondent fully and routinely meet these requirements.

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

- Americans with Disabilities Act of 1990
- Mandatory Affirmative Action Language and Compliance Notice
- Statement of Corporate Ownership
- Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit
- Bid Bond & Surety Company (for Bid Bond)
- Consent of Surety
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- Vendor's Acknowledgement of Addenda
- Qualification Package & Document Checklist
- BABA – Buy America/Build America
- [Representations, Certifications & Other Statements (Form HUD 5369-A)]
- [Instructions to Responders for Contracts (Form HUD 5369-C)]

3.5 Organization of Submitted Qualification Packages

The instructions below provide further guidance on the preparation of qualification packages (the **"Qualification Package(s)"**) submitted in response to this RFP. Their purpose is to establish the requirements, and the order and format of Qualification 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 the Authority 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(E) 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, length of time it will take to complete the same, and an estimation of the costs in connection therewith.

A. MBE/WBE - 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 Qualification Packages shall be evaluated based on the evaluation criteria outlined below. A 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"**). 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 Respondent(s) that falls within the competitive range following evaluation, then the Authority, at its sole discretion, may schedule interviews with the Selection Committee.

The Selection Committee may consider unacceptable any Qualification Package(s) for which critical information is lacking, or the submission represents a major deviation from the requirements of this solicitation. Minor omissions may be, at the sole option and discretion of the Authority, 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 the Qualification Packages are possibly: (i) acceptable; (ii) potentially acceptable; and/or, (iii) unacceptable.

1. **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.

2. **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.

3. **Development and Development Structure:** Completeness and responsiveness to all requirements and priorities of the Authority as described in this RFP, including but not limited to participation of the Authority in the anticipated development structure. The Authority reserves the right to declare incomplete Qualification 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.

4. **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 Authority to: (i) anticipate the estimated cost of the services; and, (ii) control of the costs of the services. The Authority reserves the right to negotiate fees and costs with the Developer Partner(s) it tentatively selects, and to reject any such Responder(s) should those negotiations be unsuccessful. The Authority 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.

5. **MBE/WBE, Local Participation and Section 3:** Provision for MBE/WBE and Section 3 local participation, and past experience in achieving such participation.

3.8 Selection Process

The Authority will use the following process to evaluate Qualification Packages. In its sole discretion, the Authority may change both this process, and the schedule.

A. Review for Compliance with Submission Requirements

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

B. Initial Evaluation

An evaluation committee that the Authority will convene (the **"Evaluation Committee"**) will review all responsive Qualification Packages according to the criteria set forth in this RFP for the selection of Respondents that are the most advantageous to the Authority, based on all of the evaluation criteria considered as a whole in qualifying potential Developer Partner(s). The Evaluation Committee will evaluate the Respondents according to said criteria. The Authority 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 Evaluation Committee shall designate the Respondents, based upon this evaluation, into one of three (3) groups: (i) acceptable; (ii) potentially acceptable; and, (iii) unacceptable. The Authority will not give further consideration to unacceptable Qualification Packages.

C. With or Without Discussions and Oral Interviews

The Evaluation 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. The Authority reserves the right to proceed in the evaluations without discussions.

D. Written Modification of Proposal

Each Respondent may submit a written modification of their proposal within five (5) 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

The Authority 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 Evaluation 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 Authority's Board of Commissioners.

G. Negotiation of Contract

The Authority will attempt to negotiate a contract with the chosen Developer Partner(s). If negotiations are not successful, the Authority 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. Evaluation Period

During the period when evaluation is being conducted, all proposal details and analyses (preliminary or otherwise) are confidential. This measure simply maintains the integrity of the Authority's procurement system. No Authority personnel in any office can discuss information pertinent to any proposal during this period. Violation of the confidentiality of qualifications pending award seriously compromises the Authority 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 the Authority may specify in writing), the successful Respondent shall execute and deliver to the Authority 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 the Authority 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 the Authority by Developer Partner(s)

Developer Partner(s) expressly agree to indemnify, save, defend, and hold harmless the Authority, 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 the Authority, 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, negligence, 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 the Authority and to reimburse the Authority for any reasonable cost and expense, including attorney's fees, which the Authority 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 Authority'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 the Authority.

E. Limitations

This RFP is issued only to solicit Qualification Packages as identified herein. The Authority 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 the Authority's Board of Commissioners.

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, the Authority may take one or more of the following actions:

1. *Withhold Payments*.

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 the Authority.

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 the Authority.

H. Termination of Contract

The Authority may terminate the contract agreement for either convenience or for failure of the Developer Partner(s) to fulfill contract obligations. The Authority shall terminate said contract agreement by delivering to the Developer Partner(s) a notice of termination (**"Notice"**). Upon receipt of such Notice, the Developer Partner(s) shall immediately discontinue all services affected, and deliver to the Authority 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 the Authority, the Authority 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 Authority 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 Authority 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 Authority therefore offers no guarantee minimum quantities to be procured under this solicitation, or any resultant agreement or contract.

J. Reporting/Auditing Requirements

The Authority 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 Authority pursuant to this solicitation and any award contract, shall belong exclusively to the Authority.

ATTACHMENT A

NEW DEVELOPMENT UNITS AND CONFIGURATION

[INSERT]

ATTACHMENT B

AMENDED & RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ASBURY PARK AND THE ASBURY PARK HOUSING AUTHORITY

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARK HOUSING AUTHORITY

THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARK HOUSING AUTHORITY ("Agreement") made December 30, 2025 by and between, and, amends, restates, and supersedes the Memorandum of Understanding Between the City of Asbury Park and Asbury Park Housing Authority, dated June 14, 2023:

CITY OF ASBURY PARK, a municipal corporation and body politic organized under the laws of the State of New Jersey, County of Monmouth, having an address at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter the "City" or "Asbury Park");

And

ASBURY PARK HOUSING AUTHORITY, a duly incorporated housing authority pursuant to N.J.S.A. 40A:12A-17, et seq., with a business address of 1000½ Third Avenue, Asbury Park, New Jersey 07712 Monmouth. (hereinafter "Housing Authority" or "HA");

Collectively, the City and HA shall be referred to as the "Parties" and individually a "Party."

WHEREAS, in response to the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about February 20, 2020, the City filed an action with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the City of Asbury Park, County of Monmouth, Docket No. MON-L-000611-20, ("DJ Action") seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan, in addition to related reliefs (the "Compliance Action"); and

WHEREAS, the City simultaneously sought, and ultimately secured, a series of court orders immunizing Asbury Park from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, as part of that process, Fair Share Housing Center ("FSHC") raised concerns over 136 of the City's RCA Units (the "Rental RCA Units") and the remaining 70 units left to be addressed (the "Remaining RCA Units") by the City's RCA program (a total of 206 units); and

WHEREAS, the 206 RCA Units would have been restricted for a total of 2,060 years (10-year restrictions on 206 units); and

WHEREAS, the City intends to address this concern by discontinuing the RCA program and partnering with the HA for the construction of new affordable units which will equal or exceed the total number of years of restrictions associated with the 206 RCA Units, For example, 69 newly constructed affordable units, restricted for at least 30 years each, would yield at least 2,070 years of controls (the "Required Units"); and

WHEREAS, the City maintains it is the owner of the real property identified on the City Tax Map as Block 704, Lots 9 & 10 and the Housing Authority is the owner of Block 704, Lot 1, which properties are all located where Memorial Drive, Springwood Avenue and Prospect Avenue intersect and which properties shall collectively be referred to as the "Home Plate" Site; and

WHEREAS, the HA is the owner of an adjacent developed site known as Lincoln Village and containing 63 affordable housing units ("Lincoln Village" or the "Lincoln Village Site") (collectively the Home Plate Site and the Lincoln Village Site will be referred to as the "Total Site"); and

WHEREAS, the Parties have agreed to the construction of two phases of a 100% affordable family rental housing development, as follows: (i) approximately 101 units of family rental housing on the Home Plate Site to include approximately 101 units of family rental housing ("Phase I"), and (ii) approximately 88 units of family rental housing on the Lincoln Village Site to include 60 units within the multi-family structure and 14 two-family townhomes totaling 28 units will be redeveloped ("Phase II"), for a total of at least 152 and no more than 189 units (collectively, the "Project"); and

WHEREAS, the Parties have agreed that the Project requires the land situated both in the northern and southern portions of the Total Site and have therefore agreed that the Block 704, Lots 9 and 10 will be transferred to the HA as described in Section 3.1 below; and

WHEREAS, the Parties have agreed that the HA will be paid the monies associated with the RCA units that were identified by FSHC as having potential problems in their administration, and shall utilize said funds to develop the Project as described in this agreement; and

WHEREAS, Phase I will provide housing to currently existing Lincoln Village residents, residing as of the date of execution of this Agreement (the "Existing Lincoln Village Residents"); and

WHEREAS, Lincoln Village will be demolished and redeveloped as Phase II; and

WHEREAS, once Phase I is completed thirty-eight (38) of the existing or former Required Units will be given preference in Phase I, and once Phase II is completed the remaining thirty-one (31) of the remaining existing or former Required Units will be given preference in Phase II, as further provided in Section 2.3 and Section 2.4 of this Agreement; and

WHEREAS, to ensure that newly constructed units generate affordable housing credits to address the remaining RCA obligations of the City and the City's Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations, these units shall meet the applicable requirements for 100% affordable housing projects and be developed in accordance with the COAH Prior Round Regulations, relevant provisions of the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. ("UHAC") and all other applicable law unless expressly agreed otherwise, with the exception of the aforementioned preference for existing or former residents of the Rental RCA Units at the Phase II building.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

i. Regional Contribution Agreement or "RCA" refers to various agreements the City has with other municipalities ("Sending Municipalities") as a mechanism to address affordable housing wherein the City (the "Receiving Municipality") agrees to construct or rehabilitate affordable housing in exchange for funding from the Sending Municipalities.

ii. "Rental RCA Units" shall refer to the 136 allegedly defective Rental RCA Units that the City will no longer be relying upon for satisfaction of its Regional Contribution Agreements if the Court approves their removal and the City's proposed replacement units described in this Agreement, The Parties understand that the Housing Authority bears no responsibility for the Rental RCA units.

iii. "Remaining RCA Units" shall refer to the remaining units which were part of the RCA program, but which were never completed. The City estimates that this figure is 70 units as of the date of this Agreement. The Parties understand that the Housing Authority bears no responsibility for the Remaining RCA Units.

iv. "RCA Funds" shall refer to the funds associated with the 136 Rental RCA Units and the 70 remaining RCA Units, which will no longer be utilized for the RCA program but which will instead be utilized to partially subsidize the project described in this agreement.

v. Declaratory Judgment Action or "DJ Action" refers to the City's pending affordable housing case, bearing docket MON-L-611-20 or MON-L-419-25, whereby the City is seeking approval of its affordable housing plan.

vi. "Credit-worthy Units" shall refer to approval of the units as acceptable credits in the City's DJ Action,

ARTICLE I - PURPOSE

1.1. The purpose of this MOU is to facilitate the construction of a 100% family rental affordable housing development on the Total Site in two phases (Phase I and Phase II) which will ultimately yield at least 152 and no more than 189 total new family affordable units.

ARTICLE II - HOUSING AUTHORITY'S ("HA") OBLIGATIONS

2.1 Obligation To Develop Total Site In Accordance With Various Requirements: The HA agrees to maintain the Total Site in accordance with (a) any and all requirements to maintain funding from the variety of sources that will fund this project, including a subsidy from the City (monies associated with the 206-unit RCA obligation, HUD Project-Based assistance, Low Income Housing Tax Credits, the Federal HOME Program, Federal Home Loan Bank and/or other outs ide funding sources); (b) any other applicable governmental approvals, and (c) the terms and conditions of this Agreement.

2.2 Demolition and Development of the Project: (A) The HA agrees to demolish the existing 63-unit Lincoln Village affordable housing development, which demolition is necessary for the proposed larger and modern development of the Total Site. The HA will ensure to all Existing Lincoln Village Residents the opportunity for continuous affordable housing by and through the new development of the Project with 63 total units (the "New Lincoln Village Units") which will be phased such that newly completed units will provide housing for displaced residents as described in Section 2.3 below. The Housing Authority agrees that all Existing Lincoln Village Residents will have the opportunity to move into a comparable unit per HUD standards, consistent with 24 CFR § 970.21(a). The Housing Authority further agrees that in no event shall less than 152 and no more than 189 total new units be constructed and no less than 63 reserved initially for Existing Lincoln Village Residents. In addition, the Housing Authority agrees that, regardless of which funding mechanisms it elects for the project, it will provide Existing Lincoln Village Residents the same protections that would be available to them under HUD requirements governing Rental Assistance Demonstration (RAD) projects, including that Existing Lincoln Village Residents will have a right of return and will not be subject to rescreening, income eligibility or income targeting, except as otherwise required by HUD and/or other governing, regulatory or controlling authorities, as applicable. See HUD Notice PIH 2016-17 (HA). As to the New Lincoln Village units (Phase I), there will be continued preference for all units for tenants earning below thirty percent (30%) of median income. All of the affordable units produced in Phase II of the Project shall fully comply with the UHAC, including but not limited to the required bedroom and income distribution, with the sole exception that at least twenty-five percent (25%) of the affordable units shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act.

(B) The Housing Authority shall use commercially reasonable efforts to construct the Project in accordance with the Timeline for Construction as set forth in Exhibit B to this Agreement. It is understood and agreed by the Parties that if requested by HA, the City amends the zoning applicable to the Home Plate Site and the Lincoln Village Site to permit the construction of approximately 101 units on the Home Plate Site and approximately 88 units on the Lincoln Village Site, as further provided in Section 3.4. It is understood and agreed by the Parties that the Housing Authority's obligation to commence the Milestones in Exhibit B is conditioned upon and shall not commence until the City makes the Subsidy Payment (as defined in Section 3.1(A)) and the transfer of property as set forth in Section 3.1(B) (which shall occur within thirty (30) days of the Effective Date). Further, any delay in the City meeting its obligations under this Agreement and/or the Subsidy Payment Escrow and Funding Agreement, which City delay shall include any delay in issuing building permits for Phase I and/or Phase II, shall result in an extension of time for any Milestone(s) in Exhibit B for approximately the length of time of such delay, and including any time required by the Housing Authority to reengage its activities and Milestones in Exhibit B as a result of such delay. Further, it is understood and agreed by the City that the development of a 100% affordable housing project presents certain challenges, specifically including funding, and shall liberally grant extensions of the Milestones in Exhibit B, as requested by the Housing Authority, so long as the Housing Authority has been exercising commercially reasonable efforts to construct the Home Plate Site Project. However, it is expressly agreed by the Housing Authority that the Project, inclusive of any potential delays as outlined within this Section, shall have building permits issued for Phase I of the Project within four (4) years of the Effective Date of this Agreement, plus any extension of time to which the Housing Authority is entitled as provided above in this Section 2.2(B). If the Housing Authority does not receive building permits for Phase I of the project within four (4) years of the Effective Date, plus any extension of time to which the Housing Authority is entitled as provided above in this Section 2.2(B), then the City shall retain all rights and remedies under Section 4.2 of this Agreement.

2.3 Phasing: HA shall construct the project in two phases. Phase I shall consist of the development of the Home Plate Site, containing approximately 101 new family rental affordable units in a mixed-use setting, utilizing sources including, but not necessarily limited to, those set forth in Exhibit A of this Agreement. Thirty-Eight (38) of the 101 new family rental affordable units in Phase I shall be reserved for those that demonstrate eligibility pursuant to Section 2.4 below. Once Phase I is completed, Existing Lincoln Village Residents will be afforded the opportunity to move into the new Home Plate units without the need for interim housing elsewhere. The Housing Authority agrees to notice all Existing Lincoln Village Residents of the transition, consistent with HUD requirements, and to provide an opportunity for residents' questions regarding the transition to be answered. Phase II shall commence immediately following the completion of Phase I and shall consist of approximately 88 units of family rental housing on the Lincoln Village Site to include 60 units within the multi-family structure site and 14 two-family townhomes totaling 28 units, with thirty-one (31) units reserved for those that demonstrate eligibility pursuant to Section 2.4 below.

2.4 Preference for Prior RCA Tenants: (A) As a critical and non-severable component of this Agreement, the Parties agree that any former Rental RCA Unit resident (the "Prior RCA Tenants") shall have priority treatment to move into a new unit within Phase I and Phase II of the Project as provided in Section 2.3, subject to the priority of Existing Lincoln Village Residents. The City agrees to conduct records searches, including searches associated with the addresses of the 136 Rental RCA Units to identify potentially aggrieved individuals. Those individuals will be provided actual notice of the remedy to their last known address. In addition to the foregoing, notice of this Agreement and its remedy shall be published pursuant to COAH regulations. To demonstrate eligibility for preferential treatment, a prospective tenant shall, within four years of Court approval of this Agreement, demonstrate that the household was a former resident of a Rental RCA Unit. A prospective tenant may demonstrate that they are an aggrieved former Rental RCA resident, among other methods, by providing sufficient personal information (such as name, current address, or Social Security number) to the City in order to facilitate confirmation by the City through a public records search (the cost of which is not to be passed onto the applicant) that the person resided at one of the known Rental RCA Units. In addition, a tenant may show proof of residence through prior records such as electric bills or tax returns. The Parties acknowledge that this criterion and the process for determining eligibility may be revised depending on feedback from the Court's Special Master and the initial feasibility of the proposed process described in this Agreement. The HA shall work in collaboration with the City's Administrative Agent to maintain a list of RCA Preference Households, however all units in the project shall be administered by the Housing Authority. Relative to the RCA Preference Households, the HA shall provide updates annually as to the administration of the units to the City, who shall provide copies to the Special

Adjudicator and FSHC, however HA shall not be held liable for claims made by former residents of rental RCA units including, but not limited to, claims asserted by former residents that they did not receive notice of the proposed remedy or for claims based on a denial of eligibility resulting from a failure to provide proof of eligibility. The City shall indemnify, defend and hold HA harmless from any such claims asserted by former residents of Rental RCA Units. The City is expressly seeking Court approval of this solution to remedy any alleged harm resulting from the rental component of its RCA program.

(B) The Housing Authority shall set aside at least 69 (+1 for the super) units for Prior RCA Tenants meeting the qualifications in Section 2.4(A) (the "Qualified Prior RCA Tenants"), as follows:

(i) Phase I: At the time of initial lease up of Phase I, HA will make thirty-eight (38) units available for Qualified Prior RCA Tenants (the "Phase I RCA Requirement"). However, if there are not thirty-eight (38) Qualified Prior RCA Tenants, those units may be leased to other tenants. By way of illustration, if there are no Qualified Prior RCA Tenants available and only thirty-eight (38) units left available for lease, HA may begin leasing those units to other tenants, and should any Qualified Prior RCA Tenants become available prior to the leasing of the remaining thirty-eight (38) units, HA will rent any subsequently available units to the Qualified Prior RCA Tenants.

(ii) Phase II: At the time of initial lease up of Phase II, HA will make thirty-one (31) units (the "Phase II RCA Requirement") available for Qualified Prior RCA Tenants within the 60-unit multi-family structure (the "Phase II RCA Structure"). The parties agree that the 14 two-family townhomes will not be available for Prior RCA Tenants. Additionally, HA will make the balance of the units in the Phase II RCA Structure (29 units) available to additional Qualified Prior RCA Tenants from Phase I if Phase I did not contain thirty-eight (38) Qualified Prior RCA Tenants at the time of the full initial lease up of Phase I (the "Phase I Deficiency"). However, HA shall not be required to hold any units in the Phase II RCA Structure for Qualified Prior RCA Tenants if there are not available Qualified Prior RCA Tenants, and may lease them to other tenants in the same fashion as the illustration in Section 2.4(B)(i).

(iii) The provisions of Section 2.4(B)(i) and 2.4(B)(ii) shall only apply to the initial lease up of Phase I and the Phase II RCA Structure. If all sixty-nine (69) units for Qualified Prior RCA Tenants are not included in the initial lease up of Phase I and the Phase II RCA Structure, the balance of the 69 Qualified Prior RCA Tenants (the "Initial Lease Up Deficiency") shall be given a priority at the time a unit in Phase I or the Phase II RCA Structure becomes available but only for a period of four (4) years as further addressed in Section 2.4(b)(iv).

(iv) After four years from the date of approval of this or a similar agreement, should the number of units necessary to remedy harm resulting from the rental component the City's RCA program be less than 69 units, the remaining units shall be released and no longer reserved for this purpose. The Parties acknowledge and agree that aggrieved individuals may demonstrate eligibility within four years from date of court approval, but after all units are occupied, the aggrieved individual will be added to the waiting list and will have priority when one of the Required Units becomes available. No one who has been placed on the waiting list prior to the end of the four-year period shall lose their position on the waiting list at the expiration of that period.

2.5 Obligation To Provide Creditworthy Units And Maintain The Creditworthiness Of The Units: The HA shall ensure that the Project maintains the affordability controls on each unit for a period of at least 30 years, so that at least 152 units and no more than 189 units are creditworthy as affordable units as defined by COAH regulations (N.J.A.C. 5:93-1.1, et seq. and N.J.A.C. 5:97-1.1 et seq.) and Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et seq.). The Parties agree that this will be accomplished via affordability controls as described in Section 2.8 below and through the Housing Authority's administration of the units based on Housing and Urban Development ("HUD") standards. The City will seek approval of the credits through appropriate Court Hearings in 2025. After Court approval, the HA, including its successors and assigns shall have the continuing responsibility to lease the units in accordance with applicable Federal, State, and local laws and affordability for at least the terms specified in this agreement.

2.6 Obligation To Cooperate With the City in its Efforts To Monitor the Units: The Parties acknowledge that the City may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the units. The HA will cooperate with the City handling all monitoring and reporting requirements. However, it is the City's obligation to do all necessary reporting to the Court, special adjudicator, and FSHC to demonstrate the continuing viability of the credits. If, subsequent to Court approval, units are determined to not be credit-worthy, the HA shall be held harmless pursuant to Section 9.18 of this Agreement, so long as the HA is otherwise compliant with this Agreement.

2.7 Obligation for Administrative Entity: The HA will contract with the developer to administer and affirmatively market the units at the site, income qualify applicants solely if permitted under Section 2.1 of this MOU, place minimum thirty (30) year affordability controls on the units and provide long-term administration of the units. The affordable units will be affirmatively marketed in accordance with COAH Regulations, except that notice and priority will be provided to former Rental RCA Unit residents pursuant to Section 2.4 of this MOU.

2.8 Obligation to Properly Deed-Restrict the Units: The HA will also work with the City and the Administrative Agent to record a new deed restriction so that at least 152, but no more than 189 new affordable units will be deed-restricted and include affordability controls for a minimum of thirty (30) years, requiring all units to be reserved for very-low, low- and moderate-income households, which controls shall be triggered upon the date the units become occupied. With respect to Phase II, UHAC standards shall apply, however, as permitted under the FHA, the minimum number of very low-income units will comply with Section 2.2 of this MOU.

ARTICLE III - OBLIGATIONS OF THE CITY

3.1 Obligation to Provide Subsidy and Transfer Property: (A) The City will provide a subsidy of approximately $3,045,435, less the value of the agreed-upon land value for Block 704, Lots 9 & 10 ($500,000) for a total of $2,545,435 as partial funds for the Project (the "Subsidy Payment"). The Subsidy Payment shall occur after Court or Program approval and within 30 days of a resolution of the title issues described in Section 2.2 above and Section 3.1(B). The figure described above represents the monies associated with the RCA program as described and documented in Exhibit A to this Agreement.

(B) The City and the Housing Authority will enter into a Purchase and Sale Agreement to provide for the details and mechanics of the transfer of the City's interest in Block 704, Lots 9 and 10, and any property it may have an interest in the Home Plate Site. Since the signing of the MOU on June 14, 2023, title searches have been obtained and reveal that Block 704, Lots 9 and 10 and the remainder of the properties that make up the Home Plate Site are not wholly owned by the City and/or the Housing Authority but contain potential property interests by third parties. The Housing Authority agrees to undertake all actions required to vest title into the Housing Authority to proceed with the Project addressed by this Agreement, and to the extent required or beneficial, the City shall cooperate with the Housing Authority in this endeavor. Further, the Parties recognize and agree that certain of the Milestones in Exhibit B may need to be tolled until such time as the Housing Authority can obtain title to all of the properties that make up the Home Plate Site.

3.2 Obligation to Provide a Certificate of Occupancy Upon Satisfaction of Responsibilities: The Housing Authority shall obtain a certification of occupancy from the City Construction Code Official.

3.3 Zoning Amendment: HA and the City have collaborated to develop the concept plan for the Project, which is attached hereto as Exhibit C (the "Concept Plan"). The City shall amend the bulk standards in the Amended Springwood Ave. Redevelopment Plan, as may be necessary pursuant to Exhibit C, last amended April 22, 2020 by Ordinance #2020-10 (the "Redevelopment Plan"), to permit the construction of the Project without any required variances or similar relief. However, the City recognizes that the Concept Plan is a preliminary design and should the HA request a Redevelopment Plan amendment to reasonably accommodate the final development of the approximately 101 units on the Home Plate Site or the approximately 88 units on the Lincoln Village Site, the City shall without undue delay amend the Redevelopment Plan; provided, however, in no circumstances shall the buildings exceed four (4)stories. It is understood and agreed by the Parties that the Milestones in Exhibit B shall be tolled for the period of time from the HA's request for an amendment of the Redevelopment Plan, if one is made, until the time to appeal the amendment to the Redevelopment Plan has run, or the successful resolution of any litigation appealing the adoption of the amendment to the Redevelopment Plan, should one be filed. The Housing Authority shall submit Phase I and Phase II of the Project to the Asbury Park Planning Board for site plan approval, and the plans for the same shall be substantially consistent with the Concept Plan attached hereto as Exhibit C and the amended the Redevelopment Plan as provided in this Section; provided, however, in no circumstances shall the buildings exceed four (4) stories.

ARTICLE IV - MUTUAL OBLIGATIONS

4.1 Pursuant to Section 2.4, the Parties will work collaboratively to deviate from standard affirmative marketing requirements in order to provide `front of the line' access to former Rental RCA residents.

4.2 If the Housing Authority materially breaches the MOU by failing to deliver the construction of the 69 RCA Units pursuant to Article II of the MOU, the parties shall revert to *status quo ante*, which shall include the return from the Authority to the City the Subsidy provided by the City to the date of breach, which will be $3,045,435.00, which is the amount of the Subsidy Payment and the land value of the Home Plate site.

ARTICLE V - COURT APPROVAL OF AGREEMENT

5.1 Court Approval of the Agreement: Within 90 days of the execution of this Agreement by all Parties, the Parties shall seek Court approval of this agreement via an order entered into by the Court after a properly noticed Fairness Hearing.

5.2 An Essential and Non-Severable Condition of this Agreement: The Parties hereto agree that an essential and non-severable condition of this Agreement is that any order issued by the Court specifically recognizes these credits as appropriate for replacing some or all of the units lost as a result of the RCA program.

ARTICLE VI - COOPERATION AND COMPLIANCE

6.1 Implementation of Agreement: The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates and consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement.

6.2 Enforcement of Agreement: The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement.

ARTICLE VII - NOTICES

7.1 Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Total Site (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effectuated as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO HOUSING AUTHORITY:

Asbury Park Housing Authority
1000 1/2 3rd Avenue
Asbury Park, NJ 07712

Bakari G. Lee, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, NJ 07068

TO THE CITY:

Anthony Cucci, City Clerk
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

Michael J. Edwards, Esq.
Surenian, Edwards, Buzak & Nolan LLC
311 Broadway
Point Pleasant Beach, NJ 08742

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

ARTICLE VIII - DEFAULT

8.1 Default: In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

8.2 No Waiver of Rights and Remedies by Delay: Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of such rights or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the aggrieved Party with respect to any specific default by the defaulting Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other defaults by the defaulting Party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

ARTICLE IX - MISCELLANEOUS

9.1 Severability: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination Shall not affect the remaining sections.

9.2 Successors Bound: The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

9.3 No Modification: This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.4 Recording: It is intended that this Agreement will be recorded in the Clerk's Office of Monmouth County by the HA.

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

9.6 Voluntary Agreement: The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.7 Interpretation: In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as HA and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the City or its attorneys as a result of the Agreement being primarily drafted by the City.

9.8 Assignment or Transfer: None of the Parties may assign or transfer this Agreement without the written consent of the other Parties. This includes any assignment, transfer, or partnership agreement with any non-profit organization, inclusive of ARIE, without the express written consent of the City of Asbury Park.

9.9 Schedules: Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

9.10 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

9.11 Conflict of Interest: No member, official or employee of the City or the Housing Authority shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.

9.12 Effective Date: The effective date of this Agreement shall be the date upon which the Court approves this Agreement.

9.13 Captions: The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

9.14 Waiver: The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

9.15 Notice of Actions: The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware, which may affect the provisions of this Agreement.

9.16 Construction, Resolution of Disputes, Governing Law: This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Monmouth County. Service of any complaint may be effectuated consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

9.17 Conflicts with Compliance Action: The Parties acknowledge that this Agreement cannot be affected by the Compliance Action or any amendments to the City's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. Upon the entry of a Judgment of Compliance and Repose in the City's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement. As to any inconsistencies between the Approvals and this Agreement, the Approvals shall control. Any expenses of the master to resolve conflicts that may arise subsequent to the entry of this Agreement shall be split evenly between The City and the Housing Authority.

9.18 Indemnification and Hold Harmless: The City acknowledges that it is the City's obligation to create a realistic opportunity for the construction of affordable housing under the Mount Laurel doctrine. Nothing in this agreement shall be construed to impose any liability on the HA in the event of future loss of credits so long as the Housing Authority is compliant with the terms of this agreement and the City shall indemnify, defend and hold Harmless HA from ally such claims. The HA shall have an obligation to assist the City in the approval of this or a final similar agreement. However, the HA shall have no obligation to expend resources on legal challenges outside of the approval process in the City's DJ Action. It is expressly understood by and between the Parties hereto that nothing contained within this MOU is intended to impose any liability, duty or obligation on HA arising from or related to any and all claims associated with exclusionary zoning lawsuits filed against the City or claims or lawsuits filed or asserted by FSHC and the City shall indemnify, defend and hold HA harmless therefrom.

9.19 Recitals: The recitals of this Agreement are incorporated herein and made a part hereof.

THE REMAINDER OF THIS PAGE IS PURPOSEFULLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable affixed and attested as of the date first written above,

Attest:

____

Print Name:

ASBURY PARK HOUSING AUTHORITY

By:______________________

Print Name:__________________

Date:__________________

Attest:

Print Name: Anthony Cucci
City Clerk

CITY OF ASBURY PARK

By:

Print Name: John Moor

Date: 12-30-25

EXHIBIT A
SOURCES OF FUNDING

- 9% and 4% Low-Income Housing Tax Credits
- The Subsidy Payment
- Construction and/or permanent lending from a conventional lender
- Construction and/or permanent lending from the New Jersey Housing and Mortgage Finance Agency
- Affordable Housing Program Funds from the Federal Home Loan Bank of New York
- Aspire Tax Credits from the New Jersey Economic Development Authority
- Funding from the U.S. Department of Urban and Housing Development ("HUD") Rental Assistance Demonstration Program
- Funding from the HUD Section 18 project-based voucher program

EXHIBIT B
TIMELINE FOR CONSTRUCTION
Homeplate and Lincoln Village Redevelopment Schedule

PHASE I - TIMELINE		
Milestone	***Estimate Completion Date****	***Duration Days***
Engineering Plans and Architectural Schematics	30 days	30
Site Plan Approval	90 days	60
PILOT Agreement and Resolution of Need	150 days	60
NJHMFA / LIHTC Funding Commitments	210 days	60
Finalize Architectural /Engineering Plans and Design Development Documents	330 days	120
Local Approvals	450 days	120
Close on Financing	510 days	60
Construction of Phase I - 16 months	990 days	480
Lease Up/100% Occupancy Phase I (Includes Relocation of Phase II existing Lincoln Village Residents to New Building)	1,110 days	120

PHASE II – TIMELINE **All dates commence/run for the Lease Up/100% Occupancy of Phase I**		
Milestone	***Estimate Completion Date****	***Duration Days***
Engineering Plans and Architectural Schematics	30 days	30
Site Plan Approval	90 days	60
PILOT Agreement and Resolution of Need	150 days	60
NJHMFA / LIHTC Funding Commitments	210 days	60
Finalize Architectural /Engineering Plans and Design Development Documents	330 days	120
Local Approvals	450 days	120
Close on Financing	510 days	60
Construction of Phase I - 16 months	990 days	480
Lease Up/100% Occupancy Phase I (Includes Relocation of Phase II existing Lincoln Village Residents to New Building)	1,110 days	120

* **Estimate Completion Date**, is the cumulative number of days from the Effective Date, and subject to the tolling and extension provisions in Section 2.2(B), Section 3.1(B), and Section 3.4 of this Agreement.

EXHIBIT LIST

Exhibit A - Americans with Disabilities Act of 1990

Exhibit B - Mandatory Affirmative Action Language and Compliance Notice

Exhibit C - Statement of Corporate Ownership

Exhibit D - Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion

Exhibit E - Non-Collusion Affidavit

Exhibit F - Bid Bond & Surety Company (for Bid Bond)

Exhibit G - Consent of Surety

Exhibit H - Disclosure of Investment Activities in Iran

Exhibit I - Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Exhibit J - Vendor's Acknowledgement of Addenda

Exhibit K - Qualification Package & Document Checklist

EXHIBIT A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Authority (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

EXHIBIT B

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 **<u>Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.</u>**

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 vender.

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: _____________

EXHIBIT C

STATEMENT OF CORPORATE OWNERSHIP

Name of Business ____

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

OR

☐ I certify that no one owner 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 owner list below.

Owners:

Name: ______________________________ Name: ______________________________

Home Address: _______________________ Home Address: _______________________

___________________________________ ___________________________________

% of Ownership: ______________________ % of Ownership: ______________________

Name: ______________________________ Name: ______________________________

Subscribed and sworn before me this ___ day of
___________ , 2026
(Notary Public)

My Commission expires:

____
(Affiant)

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

EXHIBIT D

CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or ______________________
(Company Name)
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Applicant: ____________________________ Date: _______________________

Printed Name/Title: _______________________________

EXHIBIT E

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 **Developer Partner RFP #______**, 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 Park Housing Authority 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)

EXHIBIT F

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:

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.

EXHIBIT G

CONSENT OF SURETY

RE: ____________________________
(Bidder)

ASBURY PARK HOUSING AUTHORITY (Owner)

NAME OF PROJECT:

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.

EXHIBIT H

Disclosure of Investment Activities in Iran

Responder Name:

Part 1: Notice of Certification

RESPONDERS ARE TO COMPLETE PART 1 BY CHECKING ***<u>EITHER BOX.</u>***

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. 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.

<u>Check the Appropriate Box</u>

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 <u>listed</u> 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. <u>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.</u>

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 activates 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.

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

EXHIBIT I

NOT CURRENTLY REQUIRED PENDING LITIGATION

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
PURSUANT TO P.L.2022, c.3
CONTRACT / RFP SOLICITATION TITLE
____

CONTRACT / RFP SOLICITATION No. ___________

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,[i] 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.

______________________________________ Date:_____________________
Signature of Authorized Representative

(PRINT NAME) ______________________________________

EXHIBIT J

VENDOR'S ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________
Addendum No. ________________	Dated: ____________________

____

Signature of Respondent's Agent

EXHIBIT K

QUALIFICATION PACKAGE AND PROPOSAL DOCUMENT CHECKLIST

Developer Partner RFP #______

	Required	Initial each required entry and if required submit the item
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	