

HOUSING AUTHORITY OF THE CITY OF SUMMIT

“REQUEST FOR PROPOSALS”

FOR

AFFORDABLE HOUSING FINANCIAL CONSULTING SERVICES

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

26-013

PROPOSALS ARE DUE NO LATER THAN

2:00 PM (Prevailing Time) ON MONDAY, AUGUST 31, 2026

Submit Proposal to:

Jacqueline Gray
Executive Director
Housing Authority of the City of Summit
512 Springfield Avenue
Summit, NJ 07901

Background:

The Housing Authority of the City of Summit (the Authority) owns and manages 195 units of housing at three development sites: Vito A. Gallo Senior Building, a 125-unit high rise; Glenwood Place, a 40-unit family development; and Weaver Street, a 30-unit family development.

Operational funds are provided to the Authority through a PBV Housing Assistance Payments Contract between the Authority and the U.S. Department of Housing and Urban Development.

The Authority successfully converted all its public housing units to Project Based Housing Vouchers under the Rental Assistance Demonstration Program (R.A.D.) in 2017. A shared services agreement has been entered into with the Madison (NJ) Housing Authority to administer the Housing Choice Voucher subsidy payments.

The Authority is issuing this Request for Proposals ("RFP") to engage a qualified consultant to identify, evaluate, and apply for funding sources necessary to complete capital improvements at all three of the Authority's affordable housing properties.

Property	Units	Population	Address
Glenwood Place Family Units	40	Family	50 Glenwood Place, Summit, NJ
Weaver Street Family Units	30	Family	2 Weaver Street, Summit, NJ
Vito A. Gallo Senior Building	125	Age-Restricted Senior	12 Chestnut Avenue, Summit, NJ

Programs:

Project-Based Housing Choice Voucher Program

Component Unit – Summit Affordable Housing Corporation (SAHC)

Purpose:

The Authority estimates that approximately \$7,000,000 in external funding beyond currently identified sources is required to complete necessary capital improvements at Glenwood Place, Weaver Street, and the Vito A. Gallo Senior Building during the remaining term of SHA's RAD PBV HAP Contracts, which end in 2036. Of this amount, the City of Summit, through its Agreement with SHA, has committed to sourcing an upfront payment of \$1,000,000, plus at least \$180,000 per year from 2026 through 2035 from the City's Municipal Affordable Housing Trust Fund. The consultant retained under this RFP will be central to identifying and securing the remaining gap funding.

The Overall Plan for capital improvements encompasses a 10-year scope ending July 1, 2035, and will be the primary document guiding the consultant's work. Funding programs of particular interest include, but are not limited to:

- Low-Income Housing Tax Credits (LIHTC) through the New Jersey Housing and Mortgage Finance Agency (NJHMFA)
- NJ Economic Development Authority ASPIRE Program
- HUD programs compatible with the SHA's existing RAD PBV HAP Contracts
- Federal Home Loan Bank programs and other philanthropic or grant-based sources
- State Affordable Housing Trust Funds
- New Market Tax Credit financing
- Choice Housing and Move to Work program funding
- Mortgage financing

Scope of Services:

The selected consultant shall provide the following services during the term of the consulting agreement, which shall run from the date of agreement execution for a thirty-six (36) month period, unless earlier terminated in accordance with the agreement terms. The agreement shall also include, at the sole option of the Authority, the ability to extend the term of the agreement for up to an additional two (2) years. The Authority reserves the right to issue a new RFP for a successor consultant at any time upon advance written notice to the City.

Funding Landscape Assessment

Within sixty (60) days of the effective date of the agreement, the consultant shall deliver to the Authority a comprehensive Funding Landscape Assessment that:

- Catalogs all potentially available federal, state, county, and private funding sources applicable to the Authority's capital improvement needs, including programs administered by NJHMFA, NJ EDA, NJ DCA, HUD, Federal Home Loan Bank, and comparable sources
- Evaluates each identified funding source for compatibility with the Authority's RAD PBV HAP Contracts and HUD Regulations, and flags any sources that may conflict with existing program requirements
- Provides a preliminary funding feasibility matrix ranking each source by applicability, funding amount potential, application competitiveness, timeline, and SHA capacity requirements
- Identifies any pre-conditions, threshold requirements, or organizational steps the Authority must complete to be eligible for identified funding programs

Capital Improvement Pro Forma Development

Within sixty (60) days of the Authority's completion and delivery of the Overall Plan (comprising the Glenwood Plan, the Weaver Plan, and the Vito A. Gallo Plan), the consultant shall prepare an initial pro forma for the various phases of the Overall Plan that:

- Outlines the means and sources of funding, including sources that may be unidentified at the time of preparation, for each phase of the Authority Properties Capital Improvements Work
- Models financing scenarios including phased funding strategies, layered financing structures, tax credit equity, and grant combinations
- Identifies funding gaps and proposes strategies to close those gaps
- Is shared with the City's Municipal Housing Liaison, Affordable Housing Counsel, and Administrative Agent for review and comment prior to SHA Board approval

Application Preparation and Submission

On an ongoing basis throughout the agreement term, the consultant shall:

- Prepare and submit all funding applications, grant requests, and related submissions identified in the Funding Landscape Assessment or subsequently identified by SHA or the City, subject to approval by the Authority Board
- Coordinate with the Authority's engineering firm to ensure that applications accurately reflect the capital improvement scope, cost estimates, and phasing contemplated by the Overall Plan
- Ensure all applications are consistent with and do not jeopardize the Authority's existing RAD PBV HAP Contracts, the City Agreement, and applicable HUD Regulations
- Manage all post-submission correspondence, clarification requests, and negotiations with funding sources
- Track and communicate all application deadlines, including rolling deadlines and notice-of-funding-availability (NOFA) cycles

Monitoring and Compliance Support

For each funding source that is successfully secured, the consultant shall:

- Assist the Authority in understanding and meeting all compliance, reporting, and monitoring requirements imposed by the funding source
- Provide support in the preparation of all required draw requests, progress reports, and audits related to externally funded capital improvements
- Alert SHA and the City promptly upon identification of any compliance risk or reporting deficiency

Ongoing Reporting and Coordination

The consultant shall provide the following on an ongoing basis:

- Monthly status updates to the Authority Executive Director detailing applications submitted, funding secured, pending applications, upcoming deadlines, and any identified risks or emerging opportunities
- Quarterly briefings to the Authority Board of Commissioners and, as requested, to the City's Municipal Housing Liaison and related City professionals
- Supporting documentation to assist SHA in the preparation of the Annual SHA Properties Improvements Reports required under the City Agreement, delivered to the City no later than January 31 of each reporting year
- Documentation of all funding applications submitted, as required by the City Agreement, to be included in SHA's annual reporting to the City

City Coordination and Support

The consultant shall cooperate with and support the City of Summit as follows:

- Coordinate with the City's Affordable Housing Administrative Agent, Municipal Housing Liaison, and Affordable Housing Counsel as reasonably necessary for pursuit of external funding consistent with the City Agreement
- Copy the City on all formal funding applications that relate to units included in the City's Fourth Round Housing Element and Fair Share Plan
- Assist in the documentation necessary to support the City's continued pursuit of a Compliance Certification in its affordable housing declaratory judgment action

A draft form of Agreement for Consulting Services is included with this RFP as Exhibit A. As part of its Proposal, respondent shall provide comments to the enclosed draft form of Agreement, if any. If no comments are provided, it will be assumed that the Agreement will be executed as written.

Fee Proposal and Not-to-Exceed Amount

Proposals shall include an annual "not-to-exceed" fee for the consultant position, as required by Section 3.4 of the City Agreement. The consultant's fees will be funded from the City's Affordable Housing Trust Fund, subject to the City's reimbursement process set forth in the City Agreement. Monthly invoices must detail all work performed in the covered period and shall be subject to SHA approval prior to submission to the City for reimbursement.

Mandatory Qualifications:

Requirement	Minimum Standard	Documentation Required
Affordable Housing Finance Experience	Minimum 5 years of experience securing financing for affordable housing capital improvements, rehabilitation, or new construction in New Jersey	Narrative summary; list of comparable projects with dates, locations, funding sources, and amounts secured
LIHTC Application Experience	Demonstrated experience preparing and submitting at least three (3) successful LIHTC applications to NJHMFA within the past seven (7) years	Project list with application years, award amounts, and NJHMFA contact references
HUD / RAD Program Familiarity	Demonstrated experience with HUD's Rental Assistance Demonstration (RAD) program and Project-Based Voucher (PBV) financing structures	Narrative description of RAD-related engagements; project references
NJ Housing Finance Knowledge	Demonstrated familiarity with NJHMFA, NJ EDA ASPIRE Program, and other New Jersey state housing finance programs	Narrative; list of applications submitted to NJ-specific programs
Public Housing Authority Experience	Experience working directly with a New Jersey public housing authority or comparable public agency on capital planning and funding	Client references including contact name, phone, and email
Organizational Standing	Firm or individual must be in good standing, with no debarments, suspensions, or material legal or regulatory issues	Self-certification; disclosure of any adverse actions within 7 years
New Jersey Registration	Firm must be registered to do business in New Jersey and hold appropriate professional liability	NJ business registration; certificate of insurance

	/ errors and omissions insurance at a level satisfactory to SHA	
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Preferred Qualifications:

The following qualifications are not mandatory but will be viewed favorably in the evaluation process:

- Established relationships with NJHMFA underwriting and program staff
- Experience with Federal Home Loan Bank Affordable Housing Program (FHLB AHP) applications
- Experience with NJ DCA community development grant programs
- Experience preparing capital needs assessments and physical condition surveys in connection with funding applications
- Experience with layered financing structures combining multiple sources (LIHTC equity, grant funds, deferred debt, and public subsidies)
- Prior engagement with a municipality or housing authority on New Jersey Mount Laurel / Fair Housing Act compliance matters

Evaluation Criteria:

Evaluation Criteria	Max Points	Scoring Guidance
Relevant Experience — Affordable Housing Finance Firm and lead professional experience in NJ affordable housing capital funding	25	0–10: Minimal NJ affordable housing experience; fewer than 3 completed projects 11–18: Moderate experience; 3–5 NJ projects; some LIHTC or RAD familiarity 19–25: Extensive NJ-specific portfolio; 5+ projects; deep LIHTC and RAD experience; prior PHA engagement
Knowledge of Applicable Funding Programs NJHMFA, NJ EDA ASPIRE, HUD/RAD, FHLB AHP, and comparable sources	20	0–8: General awareness; limited demonstrated application experience 9–14: Solid knowledge of 2–3 key programs; documented submissions 15–20: Comprehensive knowledge; direct experience submitting to NJHMFA, NJ EDA, HUD; established program relationships
Proposed Approach and Work Plan Quality, specificity, and feasibility of proposed methodology	20	0–8: Generic approach; no SHA-specific analysis; unclear work plan 9–14: Adequate methodology; generally responsive to scope; reasonable timeline 15–20: Highly tailored approach; demonstrates clear understanding of SHA's RAD structure, Overall Plan context, and City Agreement requirements; realistic and detailed timeline
Key Personnel Qualifications Credentials, experience, and continuity of assigned staff	15	0–6: Limited relevant credentials; unclear staffing plan

		7–11: Project lead has relevant experience; adequate supporting staff 12–15: Project lead has deep NJ housing finance credentials; full team well-suited; clear roles; strong retention plan
References and Past Performance Quality of comparable engagements; client satisfaction	10	0–4: References not provided or do not support claimed experience 5–7: Adequate references; generally positive feedback from clients 8–10: Strong references from NJ PHAs or comparable clients; documented funding success; no significant performance issues
Fee Proposal — Value and Reasonableness Annual not-to-exceed amount relative to scope; fee structure transparency	10	0–4: Fee significantly above market or poorly justified; unclear structure 5–7: Reasonable fee; adequate breakdown; consistent with scope 8–10: Competitive, well-justified fee; clear billing methodology; transparent about contingency/success fee components if proposed
TOTAL	100	

The Authority reserves the right to invite top-ranked respondents (typically those scoring 70 or above) to participate in an oral presentation or interview prior to final selection. Interviews will be conducted by the Authority selection committee and may include City representatives. Oral presentations will not alter the numerical scores assigned under the rubric above but may inform the committee's final selection recommendation to the Authority Board.

Proposal Submissions:

Interested firms shall submit sealed proposals in an envelope marked “**AFFORDABLE HOUSING FINANCIAL CONSULTING SERVICES**” no later than 2:00 PM (prevailing time) on Monday, August 31, 2026, at Summit Housing Authority, 512 Springfield Avenue, Summit, NJ 07901, Attention: Jacqueline Gray, Executive Director.

Interested firms should contact procurement@summitnjha.org to request the RFP package for this contract or download the solicitation at www.summitnjha.org.

No proposal shall be withdrawn for a period of sixty (60) days without the written consent of the Authority. **No late proposals will be accepted.**

Format of Proposals:

Proposals shall be organized in the following format:

Tab 1 – Cover Letter and Executive Summary

- One-page cover letter signed by an authorized representative of the firm
- Brief executive summary (no more than two pages) describing the firm's qualifications, proposed approach, and understanding of the Authority's goals

Tab 2 – Firm Qualifications and Experience

- Firm profile including year established, organizational structure, and number of professionals
- Narrative description of the firm's experience with affordable housing capital funding, specifically referencing New Jersey projects
- Comparable project list demonstrating mandatory qualifications, including project name, location, funding source, amount secured, year, and client contact information for references

Tab 3 – Key Personnel

- Resumes for all key personnel to be assigned, including the designated Project Lead
- Description of the role each individual will play in this engagement
- Copies of professional licenses or certifications, as applicable

Tab 4 – Proposed Approach and Work Plan

- Narrative description of the proposed methodology for identifying, evaluating, and applying for funding sources applicable to the SHA Properties
- Proposed work plan and preliminary timeline for deliverables
- Description of the firm's approach to coordinating with SHA's engineering firm, the City's professionals, and HUD/NJHMFA program staff

Tab 5 – Fee Proposal

- Proposed annual not-to-exceed fee for services described in Section 2, with a breakdown by task or phase
- Hourly rate schedule for all key personnel
- Description of any contingency, success-based, or performance fee components, if proposed (note: any such arrangements are subject to SHA Board and City approval)
- Proposed billing and invoicing process consistent with the monthly invoicing requirements of the City Agreement

Tab 6 – Draft Form of Agreement for Consulting Services (Exhibit A)

Tab 7 – Certifications and Disclosures

- New Jersey Business Registration Certificate;
- Non-Collusion Affidavit (Exhibit B)
- Certification regarding Non -Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit C)
- Affirmative Action Compliance Notice (Exhibit D)
- Statement Of Ownership Disclosure (Exhibit E)
- Disclosure Of Investment Activities in Iran (Exhibit F)

- Proof of insurance

Insurance Requirements:

The following insurance coverage shall be carried by the Respondent during the term of this agreement and will be subject to approval by SHA. The premium cost of all insurance purchased by the Respondent for protection against risks assumed by virtue of the agreement shall be borne by the Respondent and is not reimbursable by SHA.

The respondent shall carry Professional Liability Insurance with combined minimum limits of coverage of \$1,000,000 per occurrence.

Proof of insurance shall be provided to SHA prior to execution of the agreement. SHA specifically reserves the right to require the Respondent to provide certified copies of such policy or policies.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, dated as of August __, 2026 by and between the HOUSING AUTHORITY OF THE CITY OF SUMMIT, with its principal offices located at _____, Summit, New Jersey _____ (“Authority”) and _____ with offices located at _____, _____, _____ (hereinafter referred to as “Consultant”); and

WITNESSETH:

WHEREAS, the Authority requires the services of a consultant to provide various services related to the rehabilitation of its affordable housing units, with such services and the compensation to be provided to the Consultant as are set forth in Schedule A hereto; and

WHEREAS, on July __, 2026, the Authority issued a Request for Proposals for Consulting Services (“RFP”), a copy of which is attached hereto as Schedule B hereto; and

WHEREAS, the Consultant submitted a Proposal in response to the RFP (“Proposal”), a copy of which is attached hereto as Schedule C hereto; and

WHEREAS, the terms and provisions set forth in the RFP and the Proposal are incorporated herein as if set forth at length; and

WHEREAS, the receipt of the Proposal from the Consultant to provide consulting services was pursuant to a fair and open process in accordance with the provisions of New Jersey Local Unit Pay-to-Play Law; and

WHEREAS, the Authority and the Consultant desire to execute the within Agreement, setting forth the services to be rendered and the compensation to be paid thereof; and

NOW THEREFORE, the Parties hereto, each intending to be legally bound hereby, do mutually agree as follows:

1. **RECITALS.** The above Recitals are incorporated into this Agreement as if set forth at length.

2. **TERM OF AGREEMENT.** The term of this Agreement shall become effective as of the __ day of August 2026, for a period of three (3) years terminating at the close of business on the __ day of August 2029. At its sole option, the Authority may extend the term of this Agreement by up to two (2) additional years.

3. **SCOPE OF SERVICES AND COMPENSATION SCHEDULE.** The Consultant will provide the Authority with the professional consulting services specified in Schedule A. The Consultant shall furnish all equipment and materials and shall perform the services set forth in Schedule

A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in Schedule A.

- a. **PERSONNEL.** The Consultant represents that it has or will secure at its own expense, all personnel required in performing the consulting services pursuant to this Agreement. Personnel shall not be employees of or have any other contractual relationship with the Authority. All of the services required hereunder will be performed by the Consultant and all personnel engaged in the work shall be fully qualified.
- b. **PAYMENT.** Payment to the Consultant shall be made in strict accordance with the terms of this contract.
- c. **CHANGES IN SCOPE.** It is understood and agreed that in the event the Consultant is required to perform services that are not contemplated and are not within the subject matter of this agreement and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that the Consultant shall be paid additional sums of money based upon change orders duly approved by Resolution of the Authority.

4. **QUALIFICATIONS AND REPRESENTATIONS.** Consultant hereby represents to the Authority that Consultant is qualified to fulfill the position set forth herein with applicable requirements. Consultant further represents that it is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.

5. **TERMINATION.** The Agreement may be terminated for convenience by either party, giving one (1) month advanced written notice to the other. However, the Authority may terminate this Agreement immediately upon written notice if Consultant breaches the Agreement. Upon termination, Consultant shall deliver all work product completed to date.

6. **INSURANCE AND INDEMNIFICATION.** Consultant represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Authority showing said coverage. Consultant further covenants and agrees to indemnify, protect, keep and hold the Authority harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of Consultant or by the improper performance of the contract.

7. **INDEPENDENT CONTRACTOR STATUS.** Consultant is an independent contractor and not an employee, agent, or representative of the Authority. Consultant shall have no authority to bind the Authority.

8. **CONFIDENTIALITY.** Consultant shall maintain confidentiality of all non-public information obtained from the Authority.

9. **SUBCONTRACTING.** Consultant shall not subcontract any portion of the work without prior written approval from the Authority.

10. **OWNERSHIP OF WORK PRODUCT.** All reports, documents, data, and materials produced by Consultant under this Agreement shall be the property of the Authority.

11. **ASSIGNMENT.** This Agreement shall not be assigned or assignable, either by action of the Consultant or by law.

12. **AFFIRMATIVE ACTION PLAN.** During the performance of this Agreement, Consultant will abide by the Affirmative Action Requirements as set forth in Schedule D.

13. **DISPUTES.** The Parties agree any and all disputes arising out of this Agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices such as mediation, binding arbitration or non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication.

Notwithstanding the foregoing, nothing contained herein shall prevent the Authority from seeking injunctive or declaratory relief from a court of competent jurisdiction, at any time.

14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New Jersey.

15. **MERGER CLAUSE.** The Agreement and all Schedules annexed hereof, together with the Resolution of appointment made by the Authority and all other terms required by law to be inserted in this Agreement, whether actually inserted or not, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

16. **AMENDMENTS.** This Agreement may be amended by the mutual consent of both Parties. Any amendment must be in writing and must be executed. A copy shall be attached to this Agreement.

17. **SAVINGS CLAUSE.**

a) It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

b) Except otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

18. **WAIVER.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof; there are no warranties, representations or agreements among the Parties in connection with the subject matter hereof except as set forth or referred to herein. Any provision appearing in any other agreement to the contrary shall, to the extent of its contradiction or inconsistency herewith, be superseded hereby. No supplement, modification or waiver of this Agreement or any provision herein

shall be binding unless executed in writing by the Parties. No waiver of any provisions of this Agreement shall constitute a continuing waiver unless otherwise expressly provided.

19. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

20. **HEADINGS.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

21. **ENTIRE AGREEMENT.** This Agreement, including all exhibits, constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved and executed on the day and year first above written.

ATTEST:

**HOUSING AUTHORITY OF THE CITY OF
SUMMIT**

By: _____

By: _____

ATTEST:

[NAME OF CONSULTANT]

By: _____

By: _____

SCHEDULE A

SCOPE OF SERVICES AND COMPENSATION

SCHEDULE B

RFP

SCHEDULE C

PROPOSAL

SCHEDULE D

AFFIRMATIVE ACTION REQUIREMENTS

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Union

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 bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

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 Housing Authority of the City of Summit 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 C

**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 _____ (Company Name) or any of its principals 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; for violation of Federal or State antitrust statutes; or for 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 Governmental 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: _____ Date: _____

Printed Name/Title: _____

Exhibit D

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 an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STATEMENT OF OWNERSHIP DISCLOSURE**Page 1 of 2****N.J.S.A. 52:25-24.2** (P.L. 1977, c. 33, as amended by P.L. 2016, c. 43)

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

This information must be provided on this page or attached to this page, or a certification must be submitted that such disclosure does not apply to this bidder.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

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

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

STATEMENT OF OWNERSHIP DISCLOSURE continued on next page

STATEMENT OF OWNERSHIP DISCLOSURE

Page 2 of 2

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **City of Summit** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **City of Summit** to notify the **City of Summit** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **City of Summit** to declare any contract(s) resulting from this certification void and unenforceable.

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

Exhibit F

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN PURSUANT TO N.J.S.A. 52:32-57 (P.L. 2012 c.25, P.L. 2021, c.4), and N.J.S.A. 40A:11-2.1

Project Name: _____

Bidder-Person or Entity Name: _____

PART 1 – CERTIFICATION			
COMPLETE PART 1 BY CHECKING <u>EITHER BOX</u>			
Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the New Jersey Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. This list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.			
☐	<i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities 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.</i>		
OR			
☐	<i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the N.J. Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</i>		
PART 2: ADDITIONAL INFORMATION			
<u>PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.</u> You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate thereof, engaging in investment activities in Iran in the space below and, if more space is needed, on additional sheet/s provided by you.			
PART 3: CERTIFICATION OF TRUE AND COMPLETE INFORMATION			
<i>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> <i>I acknowledge that the City of Summit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Summit to notify the City of Summit in writing of any changes to the answers of information contained herein.</i> <i>I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Summit and that the City of Summit at its option may declare any contract(s) resulting from this certification void and unenforceable.</i>			
Full Name (Print)		Title	
Signature		Date	

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 and N.J.S.A. 40A:11-2.2 (P.L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below. (Attach additional sheets if necessary.)

Signature of Vendor's Authorized Representative

Date

Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

* Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).