LODI HOUSING AUTHORITY
A HUD SPONSORED PUBLIC HOUSING AGENCY
50 Brookside Avenue ■ Lodi, New Jersey 07644

LODI HOUSING AUTHORITY – REQUEST FOR QUALIFICATIONS:

INDEPENDENT PUBLIC AUDIT (IPA) – FYE 09/30/2026
FYE 09/30/2027
FYE 09/30/2028

Lodi Housing Authority (LHA), located in the Borough of Lodi, Bergen County, NJ, is soliciting qualification statements/ RFQs from interested persons/firms for awarding the above-referenced contract for the provision of the services listed within the RFQ package. LHA will review the RFQ from those persons/firms that submit all requested information/ documents required within the RFQ.

LHA intends to qualify persons/firms that possess the professional, financial, and administrative familiarity with housing authorities, experience, training, and capabilities to provide the proposed services and agrees and meets the terms and conditions determined by LHA and/or the US Department of Housing and Urban Development (HUD).

The selection of qualified respondents is not subject to the public bidding or competitive contracting provisions of the Local Public Contracts Law, NJSA 40A:11-1 et seq. The selection is, however, subject to the fair and open process authorized by the NJ Local Unit Pay to Play Law, NJSA 19:44A-20.4 et seq. LHA has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process to assure that each person/firm is provided an equal opportunity to submit a qualification statement/RFQ.

Interested parties may request RFQ package from Carol A. Ferrara, Assistant Executive Director, via e-mail to carolf@lodihousing.org. No phone requests please. Failure to submit the required forms will result in the disqualification of the RFQ.

RFQs must be submitted in a sealed envelope labeled "RFQ" and the specific contract sought. The Housing Authority will utilize its "competitive negotiation" process in the selection procedure.

RFQs CAN BE MAILED TO THE ADDRESS BELOW OR EMAILED TO FRANKP@LODIHOUSING.ORG BUT ALL RFQS MUST BE RECEIVED BY COB ON TUESDAY, SEPTEMBER 1, 2026.

Frank P. Luciano, Executive Director
Lodi Housing Authority
50 Brookside Avenue
Lodi, New Jersey 07644

THIS AUTHORITY WILL NOT ACCEPT FAXED RFQs.

LHA reserves the right to select qualified persons/firms in its sole discretion, which shall be exercised in accordance with its sole judgment as to the public interest. Those responding to the RFQ are required to comply with the provisions of NJSA 10:5-31 et seq. and NJAC 17:27-1 et seq., if applicable.

FRANK P. LUCIANO
EXECUTIVE DIRECTOR

LODI
HOUSING
AUTHORITY

A HUD SPONSORED PUBLIC HOUSING AGENCY
50 Brookside Avenue ■ Lodi, New Jersey 07644

August 2026

To Whom It May Concern:

Lodi Housing Authority, as required by the US Department of Housing and Urban Development (HUD) and in compliance with NJAC 5:31-7 et.seq., using the Generally Accepted Auditing Standards (GAAS) as promulgated by American Institute of Certified Public Accountant (AICCPA) which are consistent with Federal Regulations for such financial statements in accordance with Generally Accepted Accounting Principles (GAAP) for NJ Local Authorities, is seeking proposals from accountants and/or accounting firms to prepare and complete its FYE 09/30/2026, FYE 09/30/2027, and FYE 09/30/2028 Independent Public Audit of the Housing Authority books as follows:

- **220** Conventional Housing Program from October 1st thru September 30th
- **465±** Section 8/Housing Choice Voucher Program from October 1st thru September 30th
- Department of HUD CFP/Modernization Program covering periods 2026 to 2028

The Independent Public Accountant must be either a Certified Public Accountant or a Licensed or Registered Public Accountant, licensed on or before December 31, 1970, by a regulatory authority of a State or other political subdivision of the United States and meet any legal requirements concerning registration by the State in which the Housing Authority is located. In addition, those public accountants licensed after December 30, 1970 but prior to December 31, 1975, who performed a PHA audit prior to December 31, 1975, will be eligible to continue to perform PHA audits.

Proposals should be submitted (via mail) and include the Technical Proposal/ Qualifications and the Cost Data. The envelopes must be clearly marked:

Lodi Housing Authority – Independent Public Audit For FYE 09/30/26-27-28.

If you are interested in submitting a proposal, please complete the enclosed "Form of Proposal and Contract" and forward it by mail or email (frankp@lodihousing.org) no later than Close of Business on Tuesday, September 1, 2026, to:

Lodi Housing Authority
50 Brookside Avenue
Lodi, NJ, 07644
Attention: Frank P. Luciano, Executive Director.

Evaluation Process

Along with the "Form of Proposal and Contract," proposals should be written to address the following quality/merit factors, which shall be used by the Authority to evaluate proposals:

QUALITY/MERIT FACTORS
1. Demonstrated experience and availability of the offeror's team, including specific professionals and employees. Included in this listing shall be information regarding the experience and educational background of the professional and administrative personnel who will be made available to perform this audit. (Max of 15 points)
2. Demonstrated ability to perform in conformity with HUD Public Housing Regulations and Procedures and Section 8/Rental Assistance Regulations (existing Certificates/Vouchers) and related procedures. (Max of 20 points)
3. Previous experience in the preparation of IPA Forms required by U.S. Department of HUD and in compliance with N.J.A.C. 5:31-7 et.seq., applicable to Local Public Authorities. (Max of 30 Points)
4. Experience with State, Local, and Public Agencies accounting procedures, in particular, Local Public Housing accounting procedures for Public Housing and its Section 8/Rental Assistance Program. (Max of 10 points)
5. Location of office and/or availability of assigned staff. (Max of 5 points)
6. Cost of Services: The offeror's proposed cost, detailed in accordance with the timetables and work schedules given in the technical proposal, plus the hourly rates of professionals and staff who will be involved in the work, shall be submitted with a maximum not to exceed cost for the total service. The cost proposal will be considered, along with the other factors, in determining the offer most advantageous to the Authority. (Max of 20 points)

FRANK P. LUCIANO
Executive Director

LODI
HOUSING
AUTHORITY

A HUD SPONSORED PUBLIC HOUSING AGENCY
50 Brookside Avenue ■ Lodi, New Jersey 07644

REQUEST FOR PROPOSAL FROM

INDEPENDENT AUDITORS TO PERFORM AN

ANNUAL AUDIT ON LODI HOUSING AUTHORITY

FOR THE FOLLOWING YEARS:

FYE SEPTEMBER 30, 2026
FYE SEPTEMBER 30, 2027
FYE SEPTEMBER 30, 2028

FRANK P. LUCIANO
EXECUTIVE DIRECTOR

I. INTRODUCTION

Lodi Housing Authority is a public body, corporate and politic, exercising public and essential governmental functions and having all the powers necessary to carry out its duties pursuant to the United States Housing Act of 1937, as amended, and in accordance with Title 12 of the Laws of the State of New Jersey. By law, the Authority is empowered to own, lease, and operate Low Income Housing in the Borough of Lodi.

Program Development

Lodi Housing Authority was created in 1949 as a result of Federal, State, and Municipal Legislation granting it the powers and responsibilities to develop and manage Low Income Housing developments in Lodi, New Jersey. The Authority has responsibility for the following major functions in the Borough of Lodi:

- Management, Modernization and Development of Public Housing
- Section 8 Programs

Lodi Housing Authority operates on a Fiscal Year Ending September 30th and is a non-profit public entity funded through the receipt of HUD subsidies, special grants, and the collection of dwelling rents. The Low Income Public Housing program operates primarily through federal development and construction grants for new projects, as well as operating subsidies and rents from housing management. The Authority is also responsible for the administration of various special programs such as the Section 8 and Capital Fund Program (CFP) designated as Modernization programs and occasionally receives special grant funds to implement diverse programs of an ancillary nature to the two (2) basic operational entities.

Organization Structure

The Authority's Board is composed of seven (7) Commissioners, six (6) appointed by the Mayor, of which five (5) are with the consent of the Borough Council, and one (1) appointed at the discretion of the Governor. Commissioners are appointed for a maximum five-year term. Terms are staggered, apart from the Governor's appointee who serves at the discretion of the Governor. The Board of Commissioners approves resolutions. The Executive Director/Secretary Treasurer is responsible for the overall functioning of the Authority and defines policies of the Authority consistent with federal guidelines.

Description of Records and Location

The major segments of the accounting records that are computerized are the Low Income Housing General Ledger, Tenants Accounts Receivable Ledger, Cash Disbursements, Budget Appropriations Ledger, Payroll, and CFP/Modernization Programs.

The Audit is to be conducted as required by the Single Audit Act, Office of Management and Budget (OMB) Circular A-133, Government Auditing Standards issued by the Comptroller General of the United States, and HUD Handbook 7485.1 Rev. 5 and will include Low Income Housing, CFP/Modernization, Section 8, and all other programs within the Authority's control.

The Authority's overall size and financial activity can be somewhat measured by the following selected, yet generalized, statistics.

ITEM DESCRIPTION	APPROXIMATE QUALIFICATION
FYE 09/30/26 LOW INCOME HOUSING EXPENDITURES	$3,172,502±
FYE 09/30/26 LOW INCOME HOUSING REVENUES	$3,036,375±
BERGEN COMMUNITY DEVELOPMENT FUNDS	$70,000
CFP/MODERNIZATION EXPENDITURES ANNUALLY	$569,478±
SECTION 8 PROGRAMS ANNUAL FUNDING	$6,507,642±
ACTIVE # OF FULL TIME/REGULAR EMPLOYEES AS OF 09/30/26	12
PROJECTS IN OPERATION	4
# OF PH/SC UNITS (PER ANNUAL CONTRIBUTION CONTRACT AS OF 09/30/26)	220
# OF SECTION 8 CHOICE VOUCHERS	465±

Maintenance of all financial records and preparation of related reports is handled by Carol A. Ferrara, Housing Manager, and is the person responsible for this activity.

Copies of Financial Statements and Budget Reports, as submitted to the US Housing and Urban Development (HUD), shall be made available for proposer's review and inspection, along with other detailed documentation and procedures, at the Housing Authority's Administration Building at 50 Brookside Avenue, Lodi, New Jersey 07644. Please contact the Authority's Executive Director at 973-470-3650 x15.

Finalized prior year's audit reports from both Independent Auditors and Authority responses to those reports shall be made available upon request.

II. NATURE AND SCOPE OF SERVICES REQUIRED

The services to be provided shall be in keeping with the requirements of the Single Audit Act, HUD and 24 CFR Part 968 and the HUD Handbook 7485.1 Rev. 5 – Audits for Public Housing Agencies by Independent Auditors and in compliance with all requirements under NJAC 5:31-7 et.seq. and any NJDCA requirements governing same.

This audit covers a one (1) year period. The Authority, at its sole discretion, reserves the right to request the Auditing Firm extend the contract for an additional period of one (1) year on the same terms and conditions as the initial contract. If the Authority selects this option, same will be done in writing at least sixty (60) days prior to expiration of the initial one (1) year contract.

The audit shall cover the entire operations of Lodi Housing Authority and shall be performed by an independent auditor, licensed in the State of New Jersey, in accordance with generally accepted government auditing standards covering financial and compliance audits. These standards mean the Standards for Audit of State, Local Government, and Non-Profit Organizations developed by the Comptroller General of the Untied States.

The US Department of Housing and Urban Development (HUD), for purposes of this audit, is the cognizant Federal agency of the Authority and as such, the report issued must be in accordance with all HUD regulatory requirements including, but not limited to, the Single Audit Act, Office of Management and Budget (OMB) circular A-133, Government Auditing Standards issued by the Comptroller General of the United States and the HUD Handbook 7485.1 Rev. 5.

This audit shall include the issuance of an opinion in accordance with all appropriate Department of Housing and Urban Development (HUD) regulatory requirements including, but not limited to, the Single Audit Act, OMB Circular A-133 and the requirements of 24 CFR Part 968 and HUD Handbook 7485.1 Rev. 5 Audits of Public Housing Agencies by Independent Auditors. The audit will cover Low Income Housing, Section 8 – both existing Certificate/Voucher and any and all other programs found to be under the Authority's control.

The auditor should also comply with all requirements (NJAC 5:31-7 et.seq.) of NJ Department of Community Affairs. Upon issuance of the audit report, a synopsis of the audit report shall be prepared by the IPA for advertisement in the district's newspapers.

The Scope of Services shall include, but not be limited to, the following:

1. Render an opinion on the financial position of the Authority and the results of its operations
2. Evaluate the Authority's system of Internal Control
3. Ascertain if the Authority is operating in compliance with HUD and internal control guidelines and procedures
4. Define existing operational and accounting problems and provide recommendations as part of the audit findings
5. Comply with the latest regulations of the Office of Real Estate Assessment Center (REAC) of HUD as it relates to internet (electronic) reporting by the IPA

III. AUDIT PERIOD

The audit period shall be fiscal year ending September 30, 2026. The Authority shall have the option to extend the contract with the selected proposer for a further period of two more years for the audit of fiscal year ending September 30, 2027 and September 30, 2028.

IV. CONFERENCES

1. Progress meeting between the Authority Staff and IPA must be conducted during each phase of the audit to ensure that all problem areas have been thoroughly discussed with and clarified by the Housing Authority Staff. Meetings will take place bi-weekly to ensure prompt clarification of problem areas. The meetings shall be held at the offices of the Housing Authority.

2. A conference with the Authority shall be conducted upon completion of an "Initial Draft" of the Auditor's Report to allow for an opportunity to clarify areas not previously resolved during "Progress Meetings." Any subsequent revisions/modifications to the report will be included in a "Preliminary Report."

3. A Preliminary Exit Conference between the IPA and the Authority's management is to be held upon auditor's presentation of a "Preliminary Report."

4. A Final Exit Conference between the IPA and the Authority will be required.

V. ASSISTANCE TO PROPOSERS

1. Appropriate Housing Authority Staff shall be made available for interviews and clarification whenever necessary. A work area shall be made available to Auditor in close proximity to the records to be audited.

2. The most recent Audit performed was for the period 10/01/24 through 09/30/25 by Francis McConnell, CPA, 6308 Rising Sun Avenue, Philadelphia, PA 19111, 215-742-3428 (FAX 215-742-7065).

VI. REPORTS REQUIRED

In keeping with all HUD and Single Audit Act requirements, the listed reports below are, but not limited to, the minimum required and must state that the audit was made in accordance with the provisions of the Act and 24 CFR Part 968.

1. Auditor's Opinion on the financial statements and Schedule of Federal Expenditures by program

2. Auditor's report on the study and evaluation of internal control systems identifying significant internal accounting controls and those designed to provide reasonable assurance that Federal programs are in compliance with laws and regulations. Identify those controls not evaluated and the material weaknesses identified as a result of those evaluations.

3. Auditor's report on compliance shall contain a statement of positive assurance with respect to those items tested for compliance with laws and regulations which would have a material effect on financial reports and claims for advances and reimbursements on each program.

VII. TIMING AND COPIES

Dates shown below are firm deadlines, unless otherwise waived in writing by an authorized Authority staff member.

Audit Work to Commence: Within 15 calendar days after Notice to Proceed is issued. Notice to Proceed on this work shall be issued by the Authority's Contracting Officer. Field work shall be completed within 45 calendar days after Notice to Proceed is issued by LHA.

Preliminary Report Due: Within 60 calendar days after Notice to Proceed is issued by LHA (2 copies).

Final Report Due: Within 90 calendar days after Notice to Proceed is issued by LHA (10 copies), except as provided within the Auditor's Contract for Services detailing distribution of Final Accepted Audit.

Upon completion of the final audit reports, the Auditor will be required to submit one (1) copy of the reports to the Board of Commissioners of Lodi Housing Authority. The Auditor will furnish all audit related working papers and electronic data upon request by the Authority.

VIII. WORKING PAPERS

Working papers will be retained by the Auditor for at least five (5) years and shall be made available for examination by authorized representatives of the cognizant Federal Audit Agency (HUD), the General Account Office (GAO), and the Authority.

IX. EVALUATION PROCESS

Along with the enclosed "Form of Proposal and Contract," proposals should be written to address the following quality/merit factors, which shall be used by the Authority to evaluate proposals:

QUALITY/MERIT FACTORS
1. Demonstrated experience and availability of the offeror's team, including specific professionals and employees. Included in this listing shall be information regarding the experience and educational background of the professional and administrative personnel who will be made available to perform this audit. (Max of 15 points)
2. Demonstrated ability to perform in conformity with HUD Public Housing Regulations and Procedures & Section 8 Rental Assistance Regulations (existing Certificates/Vouchers) and related procedures. (Max of 20 points)
3. Previous experience in the preparation of IPA Forms required by U.S. Department of HUD and in compliance with N.J.A.C. 5:31-7 et.seq., applicable to Local Public Authorities. (Max of 30 Points)
4. Experience with State, Local, and Public Agencies accounting procedures, in particular, Local Public Housing accounting procedures for Public Housing and its Section 8/Rental Assistance Program. (Max of 10 points)
5. Location of office and/or availability of assigned staff. (Max of 5 points)
6. Cost of Services: The offeror's proposed cost, detailed in accordance with the timetables and work schedules given in the technical proposal, plus the hourly rates of professionals and staff who will be involved in the work, shall be submitted with a maximum not to exceed cost for the total service. The cost proposal will be considered, along with the other factors, in determining the offer most advantageous to the Authority. (Max of 20 points)

LODI
HOUSING
AUTHORITY

A HUD SPONSORED PUBLIC HOUSING AGENCY
50 Brookside Avenue ■ Lodi, New Jersey 07644

CHECKLIST FOR REQUIRED DOCUMENTS FOR ANY FIRM/CONTRACTOR WORKING FOR LODI HOUSING AUTHORITY

Your company must be licensed in the State of New Jersey and must carry liability insurance. The following items must be completed and/or submitted with your proposal:

- Affidavit of Non-Collusion ______
- Disclosure of Ownership Form ______
- Certificate of Insurance Requirement ______
- Mandatory EEO Notice ______
- Professional Service Entity Information Form ______
- W-9 Request for Taxpayer ID Number/Certification ______
- Political Disclosure Form ______
- Previous Participation Certification ______
- Authorization to Conduct Background Check (which must be conducted for anyone working at LHA) ______
- Business Registration Certificate (copy) as issued by State of NJ, Dept. of Treasury, Division of Revenue ______

ALL REQUIRED DOCUMENTS MUST BE COMPLETED IN FULL & SUBMITTED WITH PROPOSAL, IF APPLICABLE, OR PRIOR TO COMMENCEMENT OF WORK.

LODI HOUSING AUTHORITY

AFFIDAVIT OF NON-COLLUSION

STATE OF ______________________________

ss.

COUNTY OF ____________________________

________________________________, being first duly sworn, deposes and says that he is ____________________________ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against LODI HOUSING AUTHORITY of any person interested in the proposed contract and that all statements in said proposal or bid are true.

Signature of Owner: ____________________________
(if the bidder is an individual)

Signature of Partner: ____________________________
(if the bidder is a partnership)

Signature of Officer: ____________________________
(if the bidder is corporation)

Subscribed and sworn to before me this _________ date of ______________, 20_____

Signature of Notary Public: ________________________________

My Commission expires: ________________________________

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting form the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name: ADDRESS:

SIGNATURE; ______________________ DATE: ________________

II. No Stockholder or Partner owns 10% of more of the company providing this submission:

SIGNATURE: ______________________ DATE: ________________

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: ______________________ DATE: ________________

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

________Limited Partnership ______ Limited Liability Corporation

________Limited Liability Partnership _______ Subchapter S Corporation

________ C Corporation

SIGNATURE: ______________________ DATE: ________________

LODI
HOUSING
AUTHORITY

INSURANCE REQUIREMENTS & ACKNOWLEDGMENT FORM

Certificate(s) of Insurance are due with RFQ submission and minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

Professional Liability Insurance

Limits shall be a minimum of $1,000,000 for each claim and $1,000,000 aggregate each policy period.

Acknowledgment of Insurance Requirement:

____

Signature **Date**

____

Printed Name & Title

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The successful professional service entity shall submit to the Housing Authority, 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 vendor 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. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Housing Authority to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) at the officers of the Housing Authority during normal business hours.

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

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

COMPANY: ______________________________

SIGNATURE: ______________________ PRINT NAME: ______________________

TITLE: ______________________ DATE: ______________________

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an INDIVIDUAL, sign name and give the following information:

Name:____

Address: ____

Telephone No.: ____________________ Social Security No.: ____________________

Fax No.: ____________________ E-Mail:____________________

If individual has a TRADE NAME, give such trade name:

Trading As: ____________________ Telephone No.: ____________________

****

If the Professional Service Entity is a PARTNERSHIP, give the following information:

Name of Partners: ____

Firm Name: ____

Address: ____

Telephone No.: ____________________ Federal I.D. No.: ____________________

Fax No.: ____________________ E-Mail:____________________

Social Security No.: ____

Signature of authorized agent: ____

****

If the Professional Service Entity is INCORPORATED, give the following information:

State under whose laws incorporated: ______________________________

Location of principal office: ______________________________

Telephone No.: ______________ Federal I.D. No.: ______________

Fax No.: ______________ E-Mail: ______________

Name of agent in charge of said office upon whom notice may be legally served:

____

Telephone No.: ______________ Name of Corporation: ______________

Signature: ______________ By: ______________

Title: ______________ Address: ______________

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ______

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of __________, 2 __. (Notary Public) My Commission expires:	______________________ (Affiant) ______________________ (Print name & title of affiant) (Corporate Seal)

OMB Approval No. 2502-0118
(Exp. 01/31/2026)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects *(See instructions)* Reason for submission:		**For HUD HQ/FmHA use only**	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	**8 Role of Each Principal in Project**	**9. SSN or IRS Employer Number (TIN)**

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6.None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8.Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Controlling Participant	**Signature of Controlling Participant**	**Certification Date (mm/dd/yyyy)**	**Area Code and Tel. No.**
This form prepared by (print name)		**Area Code and Tel. No.**	

OMB Approval No. 2502-0118
(Exp. 01/31/2026)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience**".

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation **Yes**	**No**	**If yes, explain**	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐A. No adverse information; form HUD-2530 approval recommended.	☐C. Disclosure or Certification problem
Staff	Processing and Control	☐B. Name match in system	☐D. Other (attach memorandum)

Signature of authorized reviewer	Signature of authorized reviewer	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

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

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

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

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

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

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR–5921–N–10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

AMS *ties*

Applicant's Authorization to Conduct Background Check
Disclosure and Release Today's Date_____/_____/_____

In consideration of my application for leasing, employment, credit or other legitimate business transaction, I hereby give authorization to conduct any inquiries deemed necessary to verify the accuracy of the information submitted in my application. This authorization allows verification of the information through both public and private sources.

Names and dates of previous employers, reason for termination, work experience, accidents, and any other related information may be verified. I further understand and agree that requests for transcripts from educational insititutions may be requested, and verification of licenses or certifications may be ordered and examined. I understand that if I am denied *employment* as a result of these inquiries, I am entitled to be furnished with and examine any such record immediately. If I am denied any other benefit as a result of this inquiry I will be given a "LETTER OF ADVERSE ACTION" which will allow me to gain free access to those records directly from the file keeper of the information.

I understand that sources may report public information concerning my driving record, work compensation claims, credit history, bankruptcy proceedings, criminal records, or other files from federal or state agencies that maintain such records, as well as from private agency data-bases that collect those records. I have read the information on this page and I understand my rights under the Fair Credit Reporting Act and my right to privacy. Futhermore, I allow this verification freely and voluntarily.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY AMS Ties INC. TO FURNISH THE ABOVE-DESCRIBED INFORMATION; A COPY OF THIS AUTHORIZATION MAY BE ACCEPTED AS AN ORIGINAL.

APPLICANT: TYPE OR PRINT CLEARLY:

LAST NAME________________________ FIRST________________________ M.I.____

SS #________________________ D.O.B.________________________

DRIVERS LICENSE #____

*ADDRESS________, ________________, ____________, ________, ________
STREET TOWN STATE ZIP

***If less than two years included former address**

*ADDRESS________, ________________, ____________, ________, ________
STREET TOWN STATE ZIP

Applicant Signature X____

CO-APPLICANT: TYPE OR PRINT CLEARLY

LAST NAME________________________ FIRST________________________ M.I.____

SS #________________________ D.O.B.________________________

DRIVERS LICENSE #____

*ADDRESS________, ________________, ____________, ________, ________
STREET TOWN STATE ZIP

***If less than two years included former address**

*ADDRESS________, ________________, ____________, ________, ________
STREET TOWN STATE ZIP

Co-Applicant Signature X____

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/01/2014)

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** (*without* maintenance) **greater than $100,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II.**

===

Section I - Clauses for All Non-Construction Contracts greater than $100,000

===

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, <u>*except for disputes arising under clauses contained in Section III, Labor Standards Provisions*</u>, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitio n.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, 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 race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

SAMPLE

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

ADDRESS:

ISSUANCE DATE:
09/21/04

EFFECTIVE DATE:

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.