



Housing Authority of the City of Perth Amboy

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REQUEST FOR PROPOSALS

for

Housing Quality Standard (HQS) Inspections

From March 1, 2023 – February 28, 2025

Proposals due no later than 2:00 PM on Tuesday, January 31, 2023

Table of Contents

SPECIFICATIONS

I.	Introduction	3
II.	Qualifications.....	3
III.	Term of Contract.....	3
IV.	Scope of Services.....	3
V.	Evaluation Process.....	3-4
VI.	Submission Requirements.....	4

FOR REVIEW

Legal Notice-Request for Proposals.....	5
Business Registration Certificate Information.....	6
HUD Form 5369-B, Instructions to Offerors, Non-Construction	7-8

FORMS REQUIRING SIGNATURES

Stockholder Disclosure Certification.....	9
Non-Collusion Affidavit.....	10

ADDITIONAL INFORMATION

Appendix A-Form of Contract.....	11-12
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REQUEST FOR PROPOSALS HOUSING AUTHORITY OF THE CITY OF PERTH AMBOY

HQS INSPECTION SERVICES

I. INTRODUCTION

The Housing Authority of the City of Perth Amboy, New Jersey (Authority) is seeking proposals from qualified contract inspectors to conduct annual Housing Quality Standards (HQS) inspections for 372 units of the Authority's PBV Section 8 Housing Assistance Program, approximately 40 initial inspections for moves or new inspections, and approximately 20 special inspections (re-inspections, complaints, etc.). Inspections may be conducted on an annual or monthly schedule as agreed upon by both parties.

The Authority requires that all inspectors are fully trained, certified and knowledgeable of the U. S. Housing and Urban Development (HUD) HQS for the Section 8 Housing Choice Voucher program, and must have the ability and knowledge to conduct the initial and annual inspections of all applicable units using HUD's Quality Standards, which would include scheduling, conducting inspections, inspection forms/reports and follow-up inspections as needed.

Proposals will be ranked using a competitive proposal evaluation factor system. No weighting system will be used. Questions may be directed to Kristi Duffy at Kduffy@PerthAmboyHA.org or 732-826-3110 x 612.

II. QUALIFICATIONS

Respondents to this Request for Proposals must be licensed to do business in the State of New Jersey, must be experienced in performing HQS inspections for Housing Authorities and understand HUD federal regulations at a minimum.

III. TERM OF CONTRACT

The term of this contract period shall be for a two year period commencing March 1, 2023 through February 28, 2025. The contract may be renewed for one additional two year period or two additional one year periods at the same rates and at the agreement of both parties. In no way shall the contract exceed four years or \$40,000.00 in value.

All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

IV. SCOPE OF SERVICES

The scope of services includes the performance of annual, follow-up and special inspections as needed. All inspections require individual inspection reports. The contractor will be responsible for setting the appointment times to perform the inspections.

V. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATION SYSTEM

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

- | | | |
|-------------------|--|-----------|
| 1. Qualifications | Must show certification to perform HQS inspections | 20 Points |
|-------------------|--|-----------|

2. References	Preferably Housing Authorities	20 Points
3. Ability to perform Services	Individual personnel qualifications, resumes	20 Points
4. Experience	Show level of knowledge of HUD Inspections and regulations, training ability, years of service	20 Points
5. Price	Please submit proposal form included herein	20 Points

VI. **SUBMISSION REQUIREMENTS**

1. Interested firms shall submit their proposal to Kristi Duffy, Director of Staff Operations, Perth Amboy Housing Authority, 881 Amboy Ave., PO Box 390, Perth Amboy, NJ 08862 no later than 2PM prevailing time on Friday, January 30, 2023 by email or delivery.
2. Detailed proposal addressing evaluation factors 1-5 under part V above. Include a sample inspection report that will be submitted with each inspection.
3. A signed Stockholder Disclosure Certification.
4. A signed Non-Collusion Affidavit.
5. A signed Form HUD 5369-C, Certifications, Representations of Offerors
6. A Business Registration Certificate (may be submitted before award date).

End of RFP Package

Please be sure you have:

- √ read all instructions
- √ complete the following forms as required
- √ supply all required documentation
- √ accurately address and label/identify your submission
- √ assure timely delivery of completed bid package

Thank you for your interest in the
Housing Authority of the City of Perth Amboy

LEGAL NOTICE-REQUEST FOR PROPOSALS HQS INSPECTION SERVICES

The Housing Authority of the City of Perth Amboy (Authority), New Jersey is seeking proposals from qualified contract inspectors to conduct HQS inspections for its Project Based (PBV) Section 8 Housing Assistance Program. Proposals will be ranked using a competitive proposal evaluation factor system with no corresponding relative weights. Businesses submitting proposals in response to the RFP must be licensed to do business in the State of NJ. The RFP may be downloaded from the Authority's website at www.PerthAmboyHA.org. Proposals must be submitted no later than 2 PM on Tuesday, January 31, 2023 and be addressed as requested in the RFP. The Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services. Bidders are required to comply with the requirements of P.L. 1975 Chapter 127 (N.J.A.C. 17:27). The Authority reserves the right to reject any and all proposals.

BUSINESS REGISTRATION CERTIFICATE

Contractor may provide State Division of Revenue issued Business Registration Certificate with the bid submission.

**FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE
CONTRACT AWARD DATE *WILL* RESULT IN THE DISQUALIFICATION OF YOUR
BID!**

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Limited Liability Corporation ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Partnership ☐ Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address _____

Home Address: _____

Name: _____

Name: _____

Home Address _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, ____.

(Notary Public)

My Commission expires:

(Affiant)

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

State of New Jersey
County of Middlesex

NON-COLLUSION AFFIDAVIT

AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn deposes and says:
(Individual's Name)

THAT he/she is _____ of
(Owner, Officer or Partner)

(Firm Name)

the party making the foregoing proposal or bid dated 1/31/23 for HQS Inspections; that such proposal or bid is genuine and not collusive or sham; that the 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 the Housing Authority of the City of Perth Amboy or any person interested in the proposed contract; and that all statements in the said proposal or bid are true.

(Signature of Bidder)

Subscribed and sworn to before me, this _____ day of _____, in the year _____

Notary Public

My Commission expires _____

**Form of Contract
HQS Inspections**

This **AGREEMENT** made this ____ day of _____ in the year _____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the City of Perth Amboy
881 Amboy Ave., PO Box 390, Perth Amboy, NJ 08862

hereinafter called the "Authority".

WITNESSETH that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services. The Contractor shall furnish all labor, materials, tools and equipment and shall perform and complete all work required for HQS Inspection Services for the Authority as requested in the Request for Proposals (RFP) dated January 30, 2023.

Article 2. Term of Contract. The term of this contract period shall be for a two year period commencing March 1, 2023 through February 28, 2025. The contract may be renewed for one additional two year period or two additional one year periods at the same rates and at the agreement of both parties. In no way shall the contract exceed four years or \$40,000.00 in value.

All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

Article 3. Rates and Payments. The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. Invoices shall be submitted monthly at the end of the month and shall list the number of units inspected including, at a minimum, the tenant's name, date of inspection, address, type of inspection, pass/fail and cost (Costs to be listed here)

Article 4. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Professional Liability Insurance with a minimum limit of \$500,000.

All Insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the contract period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

Article 5. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation as required by State Statute before contract award.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 6. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. Request for Proposals for UPCS and HQS Inspection Services dated 1/31/23;
3. Instructions to Bidders (HUD Form 5369-B)
4. Proposal submitted by _____ dated 1/31/23; and
5. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 6 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Douglas G. Dzema, PHM
Executive Director
Housing Authority of the City of Perth Amboy