

Housing Authority of the Borough of Sayreville

650 Washington Road

Sayreville, NJ 08872

732-316-0177

732-721-0062 fax

REQUEST FOR PROPOSALS

for

High Quality Standard (HQS) Inspections

For the

Sayreville Housing Authority

Proposals are due by 2:00 PM on Tuesday, June 18, 2024

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**REQUEST FOR PROPOSALS
SAYREVILLE HOUSING AUTHORITY**

HQS INSPECTION SERVICES

I. INTRODUCTION

The Sayreville Housing Authority, New Jersey (Authority) is seeking proposals from qualified contract inspectors to conduct annual Housing Quality Standards (HQS) inspections for 276 units of the Authority’s Section 8 Housing Assistance Program, approximately 40 initial inspections for moves or new participants, and approximately 20 special inspections (re-inspections, complaints, etc.).

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 at all applicable units, including all independently owned homes and condo/townhouses, using HUD’s Quality Standards, which would include scheduling, conducting inspections, issuing deficiency letters, providing inspection forms/reports, rent reasonableness forms and conducting follow-up inspections as needed.

Proposals will be ranked using a competitive proposal evaluation factor system. No weighting system will be used.

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 (2) year period commencing July 1, 2024 through June 30, 2026. The contract will be renewable for one additional two-year term and may not exceed \$40,000.00 in value during the full two or four-year term. Please note that the \$40,000 threshold in no way implies that the contract shall reach that 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 provide prices for each inspection: Initial, annual, re-inspection, special, inconclusive/ No-show, etc. for the two-year term.	20 Points

VI. SUBMISSION REQUIREMENTS

1. Interested firms shall submit their proposal to: Sayreville Housing Authority, 650 Washington Road, Sayreville, NJ 08832 no later than 2PM prevailing time on Tuesday, June 18, 2024 by mail 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 Business Registration Certificate (to 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 Borough of Sayreville

LEGAL NOTICE-REQUEST FOR PROPOSALS HQS INSPECTION SERVICES

The Sayreville Housing Authority, New Jersey (Authority), is seeking proposals from qualified contract inspectors to conduct HQS inspections for our Section 8 Housing Assistance Program. This solicitation will be for a two-year period with the option to renew for one additional two-year period. 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 www.SayrevilleHA.org. Proposals must be

submitted no later than Tuesday, June 18, 2024 at 2 PM and addressed to the Sayreville Housing Authority, 650 Washington Road, Sayreville, NJ 08872. Questions may be submitted in writing to Kduffy@PerthAmboyHA.org. 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.

Advertised Home News Tribune

MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)

Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Borough of Sayreville, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents,

servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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 _____, 2024.

(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 6/18/24 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 Borough of Sayreville 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

Sayreville Housing Authority
250 Washington Road, Sayreville, NJ 08832

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 June 18, 2024. The Inspector shall schedule their own inspections, follow-up inspections, sends their own deficiency letters, appointment letters, and provides their own forms and reports as needed.

Article 2. Term of Contract. The term of this contract period shall be for a two (2) year period commencing July 1, 2024 through June 30, 2026 and is renewable for one additional two-year term up to \$40,000.00 at the same terms and conditions.

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 (\$ per annual inspection, \$_____ per initial inspection, \$_____ per special inspection, \$_____ per Inconclusive/no show inspection). The maximum value of this contract shall be \$40,000.00.

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 HQS Inspection Services dated 6/18/24;
3. Proposal submitted by _____ dated 6/18/24; and
4. 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
Borough of Sayreville