

Borough of Highland Park Housing Authority

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Donna Brightman, Executive Director

Request for Proposals

For:

**HQS Inspection Services
From June 1, 2023 – May 31, 2025**

 **May 2023** 

Sealed Proposals due no later than 2:00 PM on Thursday, May 25, 2023

Welcome to the Highland Park Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 124 units of Project Based Vouchers and 145 units of Section 8 housing.

The purpose of the Highland Park Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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**REQUEST FOR PROPOSAL
HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK
HQS INSPECTION SERVICES**

I. INTRODUCTION

The Housing Authority of the Borough of Highland Park, New Jersey is seeking proposals from qualified contract inspectors to conduct Housing Quality Standards (HQS) Inspections for up to 124 units of Project Based Vouchers and up to 145 units of Section 8 housing units located in Highland Park.

Bidders must have the ability and knowledge to conduct the initial and annual inspections at each applicable unit, using HUD’s Quality Standards, which include scheduling, conducting inspections, issuing deficiency letters, providing inspection forms/reports 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 June 1, 2023 through May 31, 2025. The contract may be renewed for two (2) additional twelve-month periods if both parties are in agreement and if price increases of no more than 5% per year (after the initial 2-year period) are agreed upon between both parties.

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. 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	Compared to Budget-Please provide prices for 4 years.	20 Points

V. SUBMISSION REQUIREMENTS

1. Interested firms shall submit one original copy of their proposal to the Highland Park Housing Authority, 242 So. Sixth Avenue, Highland Park, NJ 08904 no later than 2PM prevailing time on Thursday, May 25, 2023 by mail or delivery. The proposals must be sealed in an envelope clearly marked “**HQS Inspection Services**” with the proposer’s name, address, telephone number and fax number.
2. Detailed proposal addressing evaluation factors 1-5 under part V above.
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 Highland Park Housing Authority.

**LEGAL NOTICE-REQUEST FOR PROPOSAL
HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK
HQS INSPECTION SERVICES**

The Housing Authority of the Borough of Highland Park, New Jersey (Authority) is seeking proposals from qualified contract inspectors to conduct Housing Quality Standards (HQS) Inspections for up to 124 units of Project Based Vouchers and up to 145 units of Section 8 housing units located in Highland Park for a two-year period renewable for two additional one-year periods. Bidders must have the ability and knowledge to conduct the initial and annual inspections at each applicable unit, using HUD's Quality Standards, which include scheduling, conducting inspections, issuing deficiency letters, providing inspection forms/reports and conducting follow-up inspections as needed. The full Request for Proposals (RFP) may be downloaded from www.HighlandParkHousing.org. Proposals are to be submitted as set forth in the RFP no later than 2:00 PM on May 25, 2023. All late arrivals will be disqualified. Proposals will be ranked using a competitive proposal evaluation factor system. Businesses submitting proposals in response to the RFP must be licensed to do business in the State of NJ. 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 – 5/2/23

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 Highland Park, (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. § 12101 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.

Highland Park Housing Authority

BUSINESS REGISTRATION CERTIFICATE

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

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

Highland Park Housing Authority

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 _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Highland Park Housing Authority NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Highland Park Housing Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

PROPOSAL DOCUMENT CHECKLIST

PROPOSAL DOCUMENT CHECKLIST*

Required by the HPHA	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	An Original and 3 copies of entire Proposal	
<input type="checkbox"/>	Evaluation Factors 1-5 Support	
<input type="checkbox"/>	References and Resumes	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Valid State of NJ Business Registration Certificate	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

**Form of Contract-Sample
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 Borough of Highland Park
242 So. Sixth Ave., Highland Park, NJ 08904**

hereinafter called the "Authority".

ITNESSETH 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 May 25, 2023.

Article 2. Term of Contract. The term of this contract period shall be for two (2) years commencing June 1, 2023 through May 31, 2025 and may be renewed for one additional two-year period. 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 Housing 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 for the entire contract term including any extensions.

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 maybe 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 5/25/23;
3. Proposal submitted by _____ dated 5/25/23.

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 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 _____
Donna F. Brightman
Executive Director
Housing Authority Borough of Highland Park