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REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT SERVICES - INDEFINITE DELIVERY/INDEFINITE QUANTITY MULTIPLE AWARDS

Request for Proposals #14-S-003

PART 1 of 3

SCOPE OF SERVICES

CONTRACTS DIVISION

**SUBMISSION DATE
MARCH 12, 2014
BY 3:00PM**

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**REQUEST FOR PROPOSAL #14-S-003
CONSTRUCTION MANAGEMENT SERVICES
INDEFINITE DELIVERY/INDEFINITE QUANTITY – MULTIPLE AWARDS**

The Newark Housing Authority (“NHA”) is soliciting proposals from experienced construction management firms to function as construction manager at risk as constructor (“CMC”) on various construction projects with construction costs estimated range of \$5 million to \$20 million dollars. NHA will serve as the owner/developer. The NHA desires to establish and execute master agreements with a pool (ideally 3-4) of qualified CMC’s that will compete for construction projects as part of a Task Order RFP process. The CMC will be involved prior to the construction phase to participate with the owner and its consulting firms in the preconstruction process,. Each Task Order RFP will be awarded competitively and require the awarded CMC to negotiate with NHA a guaranteed maximum price for the project. The master agreements shall be for a period of three (3) years with an option to renew for two (2) additional one-year periods at the sole discretion of NHA. The period of project performance will be determined by the final construction schedule as approved by the Newark Housing Authority.

Interested and qualified firms may obtain, free of charge, a copy of the specifications for this RFP from the NHA website www.newarkha.org. **Registration at the website is required.**

A pre-proposal conference is scheduled for Tuesday, February 18, 2014 at 11:00 a.m. at the address noted above. Immediately following the pre-proposal conference there will be a site visit to the proposed construction site of a currently planned project. The pre-proposal meeting and site visit are not mandatory however prospective respondents are **strongly encouraged to attend.**

An original and five (5) copies, plus one (1) electronic version on a CD or flash drive, in MSWord or .pdf file format, of the response to this RFP shall be received no later than **3:00 p.m. on Wednesday, March 12, 2014**, shall be submitted to:

NEWARK HOUSING AUTHORITY
500 Broad Street, 5th Floor
Newark, New Jersey 07102

All responses shall be clearly marked **“The Newark Housing Authority RFP #12-S-030, “Construction Management Services – ID/IQ Multiple Award.”**

All offers submitted in response to this RFP must be accompanied by a negotiable proposal guarantee payable to the NEWARK HOUSING AUTHORITY. The proposal guarantee may be a certified check, bank draft or a satisfactory bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of New Jersey. The proposal guarantee shall be in an amount of two hundred fifty thousand dollars (\$250,000.00). A Consent of Surety in the amount of the \$10,000,000.00 must accompany the proposal guarantee. Failure to submit a \$500,000.00 proposal guarantee and consent of surety in the amount of \$10,000,000.00 may result in the rejection of the proposal.

The successful offeror will be required to furnish and pay for a satisfactory Performance and Payment Bond(s) in the amount of one hundred percent (100%) of each Task Order awarded. The surety company for all bonds must be a guaranty or surety company acceptable to the U.S. Department of Treasury. Individual sureties will not be considered. The surety company must be licensed to do business in the State of New Jersey. U.S. Treasury Circular 570, published annually in the Federal Register lists companies approved to act as surety on bonds securing government contracts, the maximum underwriting limits on each contract bonded, and the state in which each company is licensed to do business.

Offerors are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action), and 24 CFR 85.36.

The NHA reserves the right to accept any and all proposals, or to waive any informality on the proposals and the right to reject proposals. No proposal shall be withdrawn for a period of one hundred sixty (160) days subsequent to the due date of the proposals, without the prior written consent of the NHA.

**NEWARK HOUSING AUTHORITY
KEITH D. KINARD
EXECUTIVE DIRECTOR**

**RFP #14-S-003 CONSTRUCTION MANAGEMENT SERVICES – ID/IQ MULTIPLE AWARDS
DUE MARCH 12, 2014 AT 3:00 PM**

RFP INFORMATION AT A GLANCE

NHA CONTACT PERSON	Antoinette Tillery Telephone: 973.273.6582 Email: atillery@newarkha.org
PRE-PROPOSAL CONFERENCE	Tuesday, February 18, 2014 TIME: 3:00 p.m. 500 Broad Street, Newark, NJ 07102
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 5.0 of the RFP document, submit one original, five (5) “hard” copies and one “soft” copy of your proposal to the NHA Procurement & Contracts office; 2. As instructed within Section 2.3, any submissions not including the Non-Curable items will be rejected.
QUESTIONS RELATED TO RFP PROPOSAL OPPORTUNITIES DUE, IN WRITING, TO NHA	Friday, February 21, 2014 by 10:00 a.m. NHA Procurement & Contracts Office via email: contractingofficer@newarkha.org ; with copy to atillery@newarkha.org .
RELEASE OF ANY REQUIRED ADDENDUM	Tuesday, February 25, 2014 Answers to written questions distributed by NHA via addendum.
PROPOSAL SUBMISSION DEADLINE	Wednesday, March 12, 2014 at 3:00 p.m. Newark Housing Authority Contracts & Procurement Division 500 Broad Street, 5th Floor Newark, NJ 07102 The proposal must be received in-hand and time-stamped by the NHA by no later than 3:00 p.m. on this date.
ANTICIPATED AWARD BY ACTION OF THE NHA BOARD OF COMMISSIONERS	Thursday, March 27, 2014 5:00 p.m.

SECTION 1.0 INTRODUCTION / BACKGROUND

A. Introduction

The Newark Housing Authority is a tax-exempt governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. The Newark Housing Authority is the largest public housing authority in New Jersey and the eleventh largest in the nation. The Agency's portfolio consist of 44 public housing communities with a total of over 8,000 rental units scattered throughout the City of Newark. NHA also administers up to 4,500 Housing Choice Vouchers (Section 8) within the city limits. Our mission is to invest in our families by building and maintaining affordable housing to encourage economic independence and healthy communities.

B. Background

The Newark Housing Authority ("NHA") herein requests competitive proposals from firms with demonstrated experience in construction of residential developments and multi-purpose community facilities to provide a full range of construction management services. NHA has contracted with several architectural, engineering and design ("A&E") teams to complete infrastructure designs on a project by project basis. The construction manager at risk as constructor ("CMC") will participate in the constructability review and value engineering of Task Ordered designs. The Task Order awardee will be responsible for various cost estimating services as requested by the NHA, establishment of a guaranteed maximum price ("GMP"), and construction in accordance with approved designs within the GMP based on this Task Order RFP document and all included exhibits.

C. Project Description

Reserved for Task Order Request for Proposals.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

- The NHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the NHA to be in its best interests.
- The NHA reserves the right not to award a contract pursuant to this RFP.
- The NHA reserves the right to negotiate all aspects of a service agreement, including all fees with the highest rated Offerors.
- The NHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 160 days subsequent to the deadline for receiving proposals without the written consent of the NHA Contracting Officer.
- The NHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The NHA shall reserve the right to at any time during the RFP or contracting processes to prohibit any further participation by an Offeror, or reject any proposal submitted that does not conform to any of the requirements detailed herein.
- The NHA reserves the right to award all or a portion of the award to one or more responsible

responsive Offerors.

- The NHA reserves the right to decrease or increase the work specified in the specifications pursuant to N.J.A.C. 5:0-11.2, and 11.10.
- The NHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon thirty (30) days written notice to the successful Offeror(s).
- The NHA shall have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.

2.2 OFFEROR'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the Offeror to address all communication and correspondence pertaining to this RFP process to the Contracting Officer at contractingofficer@newarkha.org, with copy to Coordinator of Contractual Operations Antoinette Tillery at atillery@newarkha.org. Offerors must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the NHA to not consider a proposal submittal received from any Offeror who has not abided by this directive.

2.3 NON-CURABLE ITEMS

The following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for receipt of the proposal; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the proposal submission nonresponsive and that cannot be cured by the governing body.

1. A statement of corporate ownership pursuant to NJSA 52:25-24.2
2. A listing of sub-consultants as required by NJSA 40A:11-16
3. A proposal guarantee to accompany this proposal pursuant to the requirements contained herein;
4. A certification form a surety company pursuant to the requirements contained herein;
5. A document from the Offeror to acknowledge issuance receipt of any notice, clarification, revisions or addenda to the advertisement or proposal documents, if applicable, the Offeror acknowledges same pursuant to NJSA 40A:11-23.2e.

Each proposal form must give the full business address, business phone, fax, e-mail (if available), the contact person of the Offeror, and be signed by an authorized representative as follows:

- o Partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- o Corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- o Sole-proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2.4 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Offeror submit proof of business registration prior to contract award. Proof of registration shall be a copy of the Offeror's Business Registration Certificate ("BRC"). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Be advised, all sole-proprietors may not submit their application online and must leave time to process the application by postal service. A sample of the acceptable forms of proof of NJ Business Registration is contained in Part III of this RFP.

N.J.S.A. 52:32-44 imposes the following requirements on Offerors and all sub-consultants that knowingly provide goods or perform services for an Offeror fulfilling this contract. The Offeror shall provide written notice to its sub-contractors and suppliers to submit proof of business registration to the Offeror. If the proposal includes the use of named sub-contractors, the Business Registration Certificates for those sub-contractors must be submitted prior to contract award. If the selected Offeror uses sub-contractors not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Newark Housing Authority an accurate list of all sub-contractors or attest that none was used. During the term of this contract, the Offeror and its affiliates shall collect and remit, and shall notify all sub-contractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

An Offeror, sub-contractors or supplier who provides false business registration information or post award, fails to provide proof of business registration for added sub-contractors shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

2.5 CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
2. All proposals pursuant to N.J.S.A. 40A: 11-13.2;
3. If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
4. Multiple proposals from an agent representing competing Offerors;
5. The proposal is inappropriately unbalanced;
6. The Offeror is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
7. If the successful Offeror fails to enter into a contract within 21 days, Sundays and holidays excepted, or unless otherwise agreed upon by the parties to the contract to extend that time. In this case of failure, the NHA may accept the proposal of the next highest scored responsible Offeror. (N.J.S.A. 40A: 11-24b).

A rejected proposal shall be **DEEMED** as **NO PROPOSAL**, and the proposal shall be returned to the Offeror.

2.6 METHOD OF CONTRACT AWARD

1. The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.
2. The form of contract shall be submitted by the NHA to the successful Offeror. Terms of the specifications/proposal package prevail. Offeror exceptions must be formally accepted by the NHA.

2.7 PROTESTS

The NHA's policy for Protests stipulates, "Any actual or prospective respondent may protest the solicitation or the award of a contract. In the case of a protest to a solicitation, such challenge must be in writing and submitted to the Director of Procurement and Contracts or her designee no less than three (3) business days before the due date for receipt of proposals, and any protest against the award of a contract must be received within five (5) business days after contract award, or the protest will not be considered. The Contracting Officer or her/his designee shall review the matter of the challenge and issue a written decision on the matter. Challenges filed after that time period shall be considered void and thereupon having no effect on the NHA from awarding a contract.

The respondent shall provide the following:

- o Name, address and telephone number, email is optional of the person filing the bid protest;
- o Indicate/specify the Bid/RFP number and the description of the solicitation;
- o Provide a detailed statement specifying the nature of the complaint;
- o Supporting exhibits, evidence, documents to substantiate any arguments; and
- o Specify the form of relief being sought (including costs, if any).

The Contracting Officer or her/his designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Contracting Officer, after concurrence of the Chief Legal Officer and with approval by the Executive Director, may suspend the procurement pending resolution of the protest, if it is warranted by the facts and findings discovered by the Contracting Officer or her/his designee in the review of the protest matter.

SECTION 3.0 SCOPE OF SERVICES

Proposal must address the offeror's ability to meet the scope of services outlined below.

The selected offeror shall be available to provide Construction Management ("CMC") services, inclusive of construction, in accordance with the specifications contained in any Task Order RFP issued under contracts awarded as a result of this RFP:

3.0.1 GENERAL CONSTRUCTION MANAGEMENT SERVICES

1. The Construction Manager as Constructor ("CMC") shall furnish the skills necessary to perform all services in the most expeditious and economical manner consistent with the interest of NHA, private investor(s) and HUD;
2. Within ten (10) business days after the issuance of a Notice to Proceed ("NTP") of any Task Order the CMC shall develop and submit to NHA a detailed preliminary management and staffing plan ("Plan") to accomplish services set forth herein. The Plan, which shall be developed in collaboration with NHA will consist of an overall management strategy which will provide administrative control for the entire Project from program development to final completion of

construction. A finalized Plan developed in collaboration with the A&E as well as NHA shall be submitted for approval thirty (30) business days after the approval of the Plan and shall include the following elements:

- a. A Project definition stating the known characteristics of the Project described in general terms reflecting the CMC's understanding of the Project;
 - b. A description of the Project objective(s) defining NHA schedule, budget, physical, technical and other objectives described and defined including construction scheduling, and shall be developed based on the Critical Path Method ("CPM") using Primavera or other related software as approved by NHA;
 - c. A narrative describing the work to be performed by the CMC, its consultants and subcontractors, and NHA, its consultants and staff;
 - d. An organizational chart showing interrelationships among all parties participating in the Project including lines of communication;
 - e. Computer-generated schedules for the design, procurement, and construction phases of the Project;
 - f. A narrative description of budget and cost control methods during each Phase of the Project, and methods to be used for cost containment throughout all Phases of the work;
 - g. Written procedures for coordinating the Project among the CMC, NHA, all consultants, and regulatory agencies; and
 - h. Periodic updates and revisions to major aspects of the Plan as necessary to maintain it as a viable management tool.
3. The CMC shall keep accurate and detailed written records of progress of the Project during all stages. The CMC shall maintain frequent contacts by telephone, site visits, meetings, etc., with all parties involved with the Project and submit weekly written progress reports to NHA, including but not limited to, information concerning the work of the contractors and subcontractors, percentage of completion, number and amount of modifications, claims, analysis of the schedule, and other analyses necessary to compare actual performance with planned performance. The CMC shall prepare monthly updates reflecting actual progress of the Project;
 4. The CMC shall adhere to the Physical Improvement Scope and Costs guidelines set forth in the HUD Comprehensive Grant Program Handbook §7485.3 and the HUD Public Housing Modernization Standards Handbook §7485.2.

3.0.2 CONSTRUCTION MANAGEMENT SERVICES – PRE-CONSTRUCTION PHASE

1. The CMC shall establish the Project budget in collaboration with PHA, HUD, Consultants and the A&E. The Project budget will be established by identifying all cost components of the Project including fees to governmental agencies, NHA administrative costs, consultants' fees, construction contract amounts, owner furnished equipment costs, and contingency amount; and, assign a budget allowance for each component based upon actual or estimated costs and funds available;
2. The CMC shall be responsible for cost control and shall monitor it using the following minimum requirements:

- a. Monitor the status of the budget for the entire Project including construction, CMC costs, and any other Project related costs;
 - b. Update all budgeted cost categories as necessary to maintain an accurate cost picture for the Project.
 - c. Provide written monthly reports to NHA and A&E comparing budgeted costs with current cost estimates; and
 - d. Advise NHA when a cost category estimate may exceed funds budgeted (per line item or overall), prior to any actual budget overrun.
3. The CMC prepare costs estimates when requested and shall review cost estimates prepared by NHA for reconciliation during the Construction Document Phase. The CMC shall independently prepare a cost estimate when requested. The CMC and NHA cost estimates will be reconciled at work sessions attended by NHA, A&E, Consulting firm(s) and CMC. NHA cost estimates are to be reviewed to assure accuracy and that the Project will be completed within funds available. The final cost estimate may be the basis for CMC's advertisement for bids to its subcontractors. Upon acceptance of bids by NHA, CMC shall produce a Guaranteed Maximum Price ("GMP") for approval by NHA. The GMP cannot exceed the construction budget. The GMP shall comply with all requirements, and limits set forth by HUD safe harbor, New Jersey HMFA and any other funding sources that may provide financial contribution to the project. GMP shall set forth allowances, assumptions, and exclusions as appropriate. Each component of GMP will be set forth-in detail. The CMC will be responsible for completing the Project at the approved GMP;
 4. The CMC shall recommend to NHA and HUD the most appropriate method of Project delivery for keeping the Project on schedule and within budget, e.g., "Fast-Track" or "Phased" construction. Upon approval by NHA and HUD, the CMC shall make any necessary revisions to the project master schedule ("PMS") as well as advise the A&E of the bid packaging method and schedule requirements;
 5. In collaboration with NHA, A&E, and HUD, the CMC shall develop a specific, functional and easily understood reporting system providing information to all members of the Project team (e.g., NHA, A&E, HUD, and CMC) with regard to schedules, budgets, financial requirements and Project constraints;
 6. In collaboration with NHA, all consultants, and HUD, the CMC shall develop procedures for establishing effective written communications to ensure that information required for daily Project activities is disseminated in an efficient manner to all parties;
 7. Using both graphic and computer techniques, the CMC shall develop and monitor a PMS indicating Project milestones, design development submissions, bid/contract award dates, and contract completion dates. The PMS must interface with NHA, the CMC and any other NHA consultants involved in the Project and various government agencies. The monthly updates of the PMS will indicate the status of all completed and in-progress activities and thus will help to identify and focus on possible constraints on the Project. The CMC shall recommend corrective action if the schedule is at risk;
 8. The CMC will conduct monthly progress meetings with NHA and all development and/or design consultants in order to review the most recent schedule and cost updates, putting special emphasis on schedule slippages and possible constraints. The CMC shall prepare minutes of such meetings and distribute them to all attendees;
 9. The CMC shall conduct formal reviews of the completed designs for constructability and value engineering. The CMC shall provide comments to NHA, and the A&E in writing, relative to all

reviews. Construction documents shall be reviewed a minimum of one (1) time as they are developed, and one (1) additional time when they are ready for bidding to sub-contractor. This is a minimum of two (2) reviews by the CMC.

10. The CMC shall provide input to the A&E on constructability, material selection, equipment, availability of labor and materials, costs economies, construction time requirements, life cycle costs, and alternative designs or materials; review the A&E schedules and budgets; and submit comments to NHA and the A&E on their feasibility;
11. After approval by NHA of 80% construction documents, the CMC shall prepare and submit to NHA a final cost estimate that shall become the Maximum Construction Cost ("MCC"). NHA reserves the right to obtain an independent cost estimate, which shall be reconciled with the MCC. The GMP will be based on the approved MCC. Thereafter, only those changes initiated and approved by NHA shall be subject to a contract modification. The CMC fee shall be fixed;
12. With the completion of the 80% construction documents the CMC shall provide recommendations on availability of materials and labor required for critical phases and make recommendations for actions designed to minimize adverse effects of materials and labor shortages;
13. The CMC shall collect comments from all parties during review of designs and transmit all comments to the A&E, NHA and all development consultants ensuring that these comments are incorporated into the design. The CMC shall notify all parties of those comments which will not be incorporated, along with the reasons for not incorporating them;
14. The CMC shall provide timely advice to NHA and the A&E on cost reducing alternatives which can be employed without impairing the overall quality level of the Project and conduct all value engineering workshops. Value engineering workshops shall be conducted by the CMC at submission for review of the construction documents. The duration of the workshops should be sufficient to ensure that all items have been properly considered and either accepted or rejected;
15. The CMC shall provide timely advice to the A&E of any defects, conflicts, ambiguities, discrepancies, or lack of clarity in design documents, including the use of proprietary materials or processes and ensure that the necessary corrections are incorporated into the design documents;
16. The CMC shall advise NHA and the A&E immediately of any problem which it considers beyond its ability to resolve and include recommendations on how to proceed;
17. The CMC shall advise NHA and the A&E of any disagreement, which cannot be resolved; including recommendations to maintain the cost, schedule and scope integrity of the Project;
18. The CMC shall advise NHA and all consultants of any potential delays in completion of any aspect of the design and provide recommendations for maintaining the Project schedule;
19. The CMC shall be responsible for review of all changes as follows:
 - a. Review all requests or recommendations for changes to the Project scope and submit to NHA and the A&E an analysis of the effect on the current Project scope, schedule, and cost together with recommended action to be taken; and
 - b. Recommend changes to the Project scope when required for constructability reasons.

3.0.3 CONSTRUCTION MANAGEMENT SERVICES – PROCUREMENT PHASE

1. **The CMC is required to provide for the construction of this Project.**

2. The CMC shall establish a formal program to stimulate sub-contractor interest in bidding on this Project, with special emphasis on participation by minority/women-owned and disadvantaged businesses, including Section 3 business concerns and eligible individuals;
3. The CMC shall solicit a minimum of three bids from each of the major trades. All subcontractor bids shall be sealed. Bids shall be sent to the CMC and shall be opened and recorded in the presents of representatives of NHA. The CMC shall review all bids, bidder qualifications and financial reports of its sub-contractors to ensure responsibility and compliance with applicable state and federal regulations regarding the award of the construction contract(s);
4. The CMC sub-contractors and sub-consultants must be pre-qualified by NHA prior to contract award and shall be submitted for approval prior to soliciting subcontract costs;
5. The CMC shall not sub-contract with any of its own affiliate or subsidiary companies for the performance of any work required in relation to the Project; and
6. The CMC shall execute contracts with qualified bidders to perform the work required of the Project. The NHA sole contractual relationship shall be with the CMC and the CMC only.

3.0.4 CONSTRUCTION MANAGEMENT – CONSTRUCTION PHASE

1. Prior to construction, the CMC shall obtain all final approvals from all regulatory agencies, and shall be responsible for obtaining all other required permits for construction;
2. The CMC shall coordinate and provide general direction of the work of the Project and progress of the construction contractors on the Project;
3. **The CMC will be responsible for delivering the Project to NHA in accordance with a line item GMP. Therefore, the CMC shall have control and charge of the construction contractor's construction, means, methods, and techniques; contractor's compliance with safety requirements; and for acts or omissions of the contractor(s) or subcontractors, agents or employees, or any other person performing any of the construction work. The CMC shall immediately notify the contractor(s) and NHA, whenever contractor's work, means, methods or techniques do not comply with contract requirements. The CMC shall be responsible for diligently pursuing contractor(s) to rectify those items of its work, which do not comply with contract requirements;**
4. A detailed Critical Path Method ("CPM") schedule shall be prepared by the CMC on the basis of the planning, scheduling and activity cost information provided by the contractors. The critical path milestones, interfaces between separate contracts and trade responsibility for each activity shall be clearly identified in the CPM schedule as well as on all shop drawing and sample activities (preparation, submittal, review, approval, disapproval and resubmitted dates). The detailed cost and manpower loaded CPM schedule shall be jointly reviewed and commented upon by all parties. The CMC shall incorporate comments into the final CPM schedule to be agreed upon by all construction contractors. The final detailed CPM schedule will be computerized by the CMC in a form and format approved by NHA. This document, as updated regularly, will thereafter be utilized for a variety of management purposes;
5. The CMC shall generate monthly computer updates using the actual start dates, percentage of completion, and actual completion dates for all activities. The purposes for which the current updated schedule will be utilized during Project execution will include but not be limited to:
 - a. Monthly progress payments, using cost loading and % completion;
 - b. Cash flow Projections;

- c. Change order negotiations (including time extensions);
 - d. Projections for completion dates of each Project;
 - e. "What if" analysis for proposed logic revisions;
 - f. Time Impact analysis;
 - g. Manpower analysis; and
 - h. Evaluation of construction claims.
6. The CMC shall provide NHA with a written analysis of each contractor's performance in comparison to the approved schedule during the previous reporting period. This analysis shall include the CMC's determination of adequacy of the contractor's personnel and equipment and recommended corrective actions as required;
7. The CMC shall maintain competent administrative and inspection staff for each phase of the Project. Administrative services shall include, but not be limited to the following:
- a. As deemed necessary by NHA, the CMC shall establish and maintain a job-site field office equipped with office equipment, telephone, office supplies, construction inspection equipment, etc. as necessary to house all construction documents, records, and all CMC job-site staff.
 - b. Maintain a complete and current Project file, including all contract documents, such as work write-ups, drawings, specifications, records, logs, contracts, drawings, addenda, sketches, shop drawings, samples, change orders, correspondence, certificates, test reports, warranties and guarantees for reference and review. Maintain a log of these materials indicating title, description, date (of document), date of receipt, action requested, action taken and date, as well as any other pertinent information. These logs will be organized and prepared by the CMC so as to provide easy access and review of actions performed or required to be performed concerning the aforementioned documents. Maintain the "record set" of drawings and specifications and secure these against damage or disassembly.
 - c. Maintain accurate and detailed daily written records and logs of the progress of the Project during all stages of construction including work in progress, work completed, quantity and condition of materials delivered to the site, manpower levels, equipment on the site, equipment being used, problems encountered, anticipated problems, weather conditions, delays, accidents, etc. Report to NHA within twenty-four (24) hours delays to construction of any type, and any accidents.
 - d. Prepare weekly written reports on the progress of work including all deficiencies and send copies of each report to NHA. Submit adequate numbers of photographs showing the details of problems and showing job progress.
 - e. Receive, review, and process all shop drawings, manufacturers' brochures, samples, certificates, warranties and guarantees from the contractor(s) by logging them in, filing one copy of sample, and forwarding (within 48 hours of receipt, or as appropriate) all remaining copies or samples to A&E for final review, maintain a log in a format approved by NHA showing date submitted, date approved, approved as noted or disapproved, and dates resubmitted and approved for each submittal.
 - f. As the responsible party for maintaining the GMP, the CMC shall review all change

order proposals submitted by the contractor, and make recommendations to NHA for approval or disapproval. Provide alternative solutions and a cost estimate for the proposed change, and of the contingency use. All change order, proceed order, and amendment documentation will be prepared by the CMC for review and approval by NHA. This will include the Change Order or Proceed Order itself, a detailed scope of work, and estimate of the work, a reason for the change to the contract, and an estimate of any change to the construction contract's period of performance. NHA will provide the format for this documentation. Assist NHA in negotiating change order prices. Maintain tracking logs in formats approved by NHA, showing each change request and potential change with date received or encountered and action dates during the review process.

- g. Review program changes initiated by NHA. Provide analysis of effect on quality, schedule and cost prior to initiation of any change order request.
- h. Notify NHA in writing, when a construction target date has failed to have been met, including submission of shop drawings, ordering of long lead items, supply of materials, and completion of any individual work item. Such written notification shall occur within 24 hours of such occurrence.
- i. Review and approve, if acceptable, all progress payment requests for the contractor(s). Certify all material invoices included in progress payment requests and verify suitability of storage and protection of such material stored.
- j. Certify as to the full completion of the Project for payments to the contractor of retainage and other amounts withheld.
- k. As the responsible party for maintaining the GMP, the CMC shall review and manage both the buy-out saving and contingency. The CMC shall forward its recommendations for usage of these funds for NHA's review and approval prior to any obligation or commitment to the use of these funds.
- l. The term "Construction Contingency" shall mean that portion of the Construction Cost reserved for circumstances not completely predictable or foreseeable. Examples of costs to be paid from these contingencies includes, but are not limited, to those that result from:
 - i. Detail resolution of minor items required to complete a detail that may have not been perfectly clear in the design documents; or which were not familiar to the Contractor through previous NHA projects;
 - ii. Utility coordination by the Contractor or a subcontractor at any tier; purchasing, estimating, and scheduling difficulties
 - 1. Change in local material market conditions at time of bidding;
 - 2. Items that were missed in the estimate during final development of the Guaranteed Maximum Price (GMP), but which are required expressly or by necessary implication by the contract documents for a complete Project);
 - 3. The re-procurement of the services of a subcontractor at any tier due to termination for any reason (except legal costs which are unallowable); etc.
- m. The Construction Contingency is intended to fund additional scope or to fund additional cost of allowances beyond the dollar values included in the GMP. NHA written approval

is required prior to use of the Construction Contingency, and such approval will not be unreasonably withheld or delayed.

8. NHA shall make progress payments to the CMC for accepted construction work-in-place and properly stored materials only, in accordance with the HUD General Conditions, Form HUD-5370.
9. The CMC shall provide a system for construction quality control ("CQC") to ensure quality control for all phases of the construction work. The CQC system shall be documented in the construction quality control plan ("CQC Plan") containing elements such as reviews and approvals of submittals, inspection of storage and handling of material and equipment, monitoring of subcontractors' activities and inspection and tests required to assure that the materials, equipment, workmanship, fabrication, construction and operations comply with contract requirements. The CMC shall provide and maintain acceptable quality control certifications and documentation. The CQC system shall apply to all construction activities under the contract. The CMC shall submit daily CQC reports to NHA listing inspections performed that day and results of those inspections;
10. The CMC shall maintain a competent inspection staff. Inspection services shall include, but not be limited to, the following:
 - a. Inspect the work of the construction contractor(s) as it is performed until final completion and acceptance of the Project by NHA to assure that the materials furnished and work performed are in accordance with the contract drawings and specifications. In the event that clarifications, and/or interpretations, of the meaning or intent of these documents are required, or latent conditions are discovered, or construction deviates from the contract documents, the CMC shall notify NHA in writing, within 24 hours of each occurrence; make recommendations to NHA; and transmit to the construction contractor(s) appropriate clarifications from NHA. No directives shall be issued by the CMC to the construction contractor(s) except to "proceed in accordance with the contract documents." Whenever the construction contractors' work deviates from the contract requirements, the CMC shall immediately notify the contractor that such work is rejected and then diligently pursue the contractors' correction of such work.
 - b. Determine each Contractor's substantial completion of its work.
 - c. Perform the final inspection and prepare a list of incomplete or unacceptable work and estimate the monetary value of any such work when so requested by NHA. Take action to have discrepancies and deficiencies corrected to the satisfaction of NHA.
 - d. Secure and transmit contractors' guarantees, waivers, affidavits, releases and bond.
 - e. Certify at the time of completion that the property involved complies in all respects to the drawings and specifications and any amendments thereto, and is ready for occupancy.
11. Prior to commencement of construction work the CMC shall prepare and submit to NHA an organization chart, showing the CMC's proposed staff, including subcontractors as may be required. Include a brief resume of each individual. Any subsequent changes shall be subject to the prior written approval by NHA;
12. The CMC shall establish procedures for coordinating among NHA, the Contractor(s), and the CMC, all aspects of the Project and implement such procedures at the direction of NHA;

13. The CMC shall schedule and conduct meetings to be attended by the Contractors, representatives of NHA, and the A&E to discuss such matters as procedures, progress problems, scheduling, and MBE/WBE/DBE and Section 3. The CMC shall take, transcribe and distribute to all parties minutes of such meetings. A schedule for these meetings will be established at the start of each Project;
14. The CMC shall revise and refine construction estimates as construction proceeds, and as required to incorporate approved changes to the Project as they occur. The CMC shall provide timely advice to NHA whenever construction costs are trending to exceed the estimated costs;
15. The CMC shall obtain all necessary building permits or assist NHA, A&E, and/or contractors as required by the Project;
16. The CMC shall review the safety programs, as developed by the contractor(s), and, if necessary, make recommendations to NHA as to their adequacy. (The performance of such services by the CMC shall not relieve the contractor(s) of its responsibility for the safety of persons and property, and compliance with all statutes, rules, regulations and orders applicable to the conduct of the work). During construction, CMC shall monitor compliance by the contractor(s) with contractual safety requirements; immediately report deficiencies to NHA and the contractor; and cooperate to the extent necessary with officials of other agencies (federal, city and/or state) who are vested with authority to enforce requirements of the Occupational Safety and Health Act;
17. The CMC will determine and report to NHA weekly on the adequacy of the contractor's personnel and equipment and the availability of necessary materials and supplies to maintain the job schedule;
18. The CMC shall maintain records of all design and construction activities in accordance with a system approved by NHA. Such records shall be accessible to NHA at all times. The CMC shall maintain at the job site, on a current basis, records pertaining to all contracts, including, but not limited to, contract documents; copies of correspondence; meeting minutes; cost estimates; change orders; shop drawings; samples; purchases of material and equipment; applicable handbooks; building codes; current list of all subcontractors; daily, weekly and monthly reports; building permits; and any other documents relating to performance of the design and construction work. Prior to final payment by NHA to the CMC, the records will be delivered to NHA;
19. Should additional professional services be required for the efficient and timely prosecution of and quality control of the construction work, the CMC will assist NHA in coordinating these services. Such additional professional services may include, but not be limited to materials testing at the worksite, and inspections at fabricator's plants;
20. The CMC shall maintain cost accounting records in accordance with the NHA's procedures with respect to portions of the work to be performed by change order or otherwise on a time and material, unit cost, or similar basis, requiring the keeping of records and computations therefrom;
21. The CMC will develop a photographing program to be approved by NHA for documenting all phases of the work including before and after photographs. Photographs shall be scheduled and coordinated with the construction work as it progresses;
22. At Project completion, the CMC shall, in collaboration with NHA, check utilities, operational systems and equipment for readiness and assist in initial start-up and testing by contractors. The CMC shall collect and distribute warranties, guarantees, operating manuals, keys, etc. In addition to any other warranties in this contract, the CMC warrants that the work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by any subcontractor or supplier at any tier; and

23. In the event any claim, is made or any action brought in any way relating to the design or construction of the Project or contractor's default, the CMC shall diligently render any and all assistance which NHA may require, including expert witness testimony, preparation of written reports and recommendations with supporting information necessary to resolve disputes or problems brought about by contractor default. Such services shall be rendered by the CMC as additional fee, only if the claim services extend beyond six (6) months after substantial completion of construction work. Payment for those services of such personnel shall be in accordance with the provisions of the CMC's contract.

3.0.5 CONSTRUCTION MANAGEMENT SERVICES – SITE MANAGEMENT

1. All supplies and equipment on project site shall be stored in such a manner as to preclude mechanical and climatic damage. Site shall be maintained in a neat and orderly manner so as to minimize hazards to personnel, supplies, and equipment. Chemical compounds, such as calcium chloride, should not be used in controlling dust or melting ice or snow. Chemicals and volatile fuels shall be stored to prevent spillage in compliance with the applicable federal, state, and local regulations;
2. The CMC shall take measure appropriate to control soil erosion, noise, dust and pests in accordance with standard industry practices.

3.0.6 CONSTRUCTION MANAGEMENT SERVICES – OTHER REQUIREMENTS

1. The CMC shall maintain professional liability insurance for negligent acts, errors or omissions with a minimum limit of Liability of \$1,000,000.00 on an occurrence basis. If coverage cannot be obtained on an occurrence basis, then the CMC may purchase coverage on a claims-made basis. Should such insurance be cancelled, the CMC must purchase tail coverage, which extends the discovery period to five (5) years from the date of cancellation. The CMC must continue the above coverage for a period of at least five (5) years from the date of completion of the Project. This coverage should also have a no deductible provision;
2. The CMC shall provide a 100 per cent (100%) performance and payment bond for the full value of the awarded contract.
3. The CMC shall obtain builder's risk insurance, as well as liability as provided in Section 7 hereof, and be at risk for the duration of the project until NHA accepts the Project for turnover.
4. If bids exceed allowable budgets by more than five percent (5%) for construction work, the CMC shall be required to coordinate the redesign at no additional cost to the NHA;
5. Security for the CMC field personnel is the responsibility of the CMC;
6. Any and all construction work required under this contract is subject to Davis-Bacon and Related Acts wage requirements;
7. The CMC shall provide NHA evidence that competitive bidding was used to acquire all subcontracted services in accordance with applicable state and federal procurement regulations;
8. Copies of all records, reports, field logs and supporting information produced by the CMC shall be submitted to CMC upon completion of each phase of the Project; and
9. All proposals and accompanying material will become the property of the Newark Housing Authority and will not be returned to the Offeror.

SECTION 3.1 MINIMUM QUALIFICATIONS

Firms submitting responses to this Request for Proposals must meet the following minimum qualifications to be considered for award:

1. At least seven (7) years of experience providing construction management services with several significant projects on a guaranteed maximum price, contractor at risk basis;
2. Previous experience with or knowledge of public and public-private (mixed) financed construction projects, preferably of similar scope and size;
3. Previous experience with or knowledge of affordable residential and senior housing in New Jersey, and applicable federal, state and local residential design and construction requirements, zoning and building codes; and
4. Offer a proposed consultant team with at least five (5) years of relevant, verifiable experience in their respective disciplines.

SECTION 4.0 PROPOSAL REQUIREMENTS

The purpose of the Proposal is to allow the Offeror to demonstrate its: qualifications, experience, and competitive differentiators; understanding of the Authority's Project objectives, applicable regulatory requirements and limitations; and ability to provide the requisite array of professional services and construction contractors. The proposal should address all the points outlined herein.

4.1 LETTER OF INTEREST:

The letter of interest should include an affirmative statement of your understanding of, and interest in this RFP, the name of the Offeror, the location of the principal place of business, the type of business entity (e.g., corporation, partnership, etc.), and the state of incorporation. The name of the primary contact person must accompany the submission, along with direct contact information.

4.2 NON-CURABLE DOCUMENTS:

Stockholders Disclosure Certification - N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, the Offeror shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Listing of sub-consultants and certification form – A signed listing of all sub-consultants to be used, and completion of certification form for each.

Acknowledgement of Receipt of Addenda/Clarifications – A document provided by Newark Housing Authority in the proposal documents for the Offeror to acknowledge the receipt of any notice, revisions, addenda or clarifications to the advertisement or proposal documents.

4.3 ORGANIZATIONAL AND PERSONNEL BACKGROUND:

4.3.1 Overview

- a. Provide an overview of the (lead) firm and any associated team members (e.g., consultants, sub-consultants, sub-contractors or partners), emphasizing the qualifications and major organizational strengths and achievements of each that would serve NHA and its objectives as stated herein.

- b. Provide diagrams to illustrate the firm's organization and chain of command. Include resume of key and senior personnel with copies of professional license (if applicable), degrees (if applicable) and professional references including that of designated project coordinator and support staff assigned to this Project.
- c. Specify which individuals (by firm) would be the primary person(s) working with NHA on a day-to-day basis. Include a roles and responsibility chart for ease of reference.

4.3.2 Experience

- a. Describe firm's experience providing construction management services. Provide the same information for any team member firm that will have a significant role in delivering the services to the Project.
- b. Describe firm's experience providing construction management services to public sector clients, particularly those in New Jersey and/or public/affordable housing utilizing a mixed finance funding model.
- c. Describe firm's experience providing construction management services on a guaranteed maximum price basis.
- d. List, in chart format, any other professional disciplines required to successfully attain the objectives identified in this solicitation. Include the role, general duties, level of expertise and amount of time estimated for each.

4.4 CONSTRUCTION MANAGEMENT APPROACH:

4.4.1 Provide a description of firm's construction management services approach specific to guaranteed maximum price projects.

4.4.2 Provide a description of firm's quality control system, and a sample quality control plan for construction management services. Include a detailing of the role, responsibility and credentials of the Quality Control Manager.

4.4.3 Provide a sample of firm's Project Master Schedule, Critical Path Method Schedule and any other management tools routinely used to deliver the services. Indicate software product(s) (by publisher, release and version indicators) employed to generate and manage each.

4.4.4 Provide example of firm's experience with value engineering initiated on construction management services projects, especially guaranteed maximum price contracts.

4.4.5 Provide any other information about firm that would assist NHA in differentiating value-add of firm's approach from that of its competitors.

4.5 COST PROPOSAL

Provide a list of all labor categories and submit billing rates for each job classification based on the following information:

- Direct Labor Cost- Hourly rates for each job classification.
- Overhead Rate (Audited) - All Offerors shall include in their proposal the overhead rate that will be charged. Also special conditions governing when a lower overhead rate will apply should be clearly stated.
- General and Administrative Rate (Audited) - This is the fee charge for "other direct cost" such as sub-consultant costs.
- Maximum Profit Rate - All Offerors shall include in their proposal the percentage of profit that will be charged.

- CMC Fixed Fee - All Offerors shall provide their fixed fee.

4.6 FINANCIAL STATEMENT

Offeror, and any joint venture partner, shall demonstrate its financial stability by the submission of audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, or such other information as is reasonably acceptable to the NHA.

4.7 OTHER REQUIRED SUBMISSION DOCUMENTS:

Each Offeror is required to submit, in addition to those listed in items 4.1-4.5, the documents included in the *Submission Documents* package. These include:

- Checklist
- Evaluation Form
- Affirmative Action Compliance Notice
- Affidavit of Non-Collusion
- Affidavit of Non-Default
- Drug Free Work Place Certification
- Debarment Statement – submit notarized statement, on the firm’s letterhead, that the Offeror or partner are not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.
- Liens, suits or judgments – submit notarized statement on the firm’s letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- Form HUD 5369: Instruction to Bidders of Contracts – Public and Indian Housing Programs
- Form HUD 5369-A: Representations, Certifications and Other Statements of Bidders – Public and Indian Housing Programs
- Form HUD 5370: General Conditions for Construction Contracts – Public Housing Programs
- Form HUD 5370-C: General Conditions for Non-Construction Contracts
- Form HUD 50071: Certification of Payments to Influence Federal Transactions
- Form HUD 2530: Previous Participation Certification
- Business Registration Certificate – N.J.S.A. 52:32-44 requires that each vendor submit proof of business registration prior to contract award. Proof of registration shall be a copy of the firm’s Business Registration Certificate (“BRC”). If the proposal includes the use of named sub-consultants, the Business Registration Certificates for those sub-consultants must also be submitted prior to contract award.
- Joint venture agreement (if applicable).

SECTION 5.0 GENERAL INSTRUCTIONS

The proposal submission deadline is Wednesday, March 12, 2014 at 3:00 p.m. It is the Offeror's responsibility that proposals are presented to the owner at the time and at the place designated. Proposals may be hand delivered or mailed; however, the owner disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation above must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

Offerors are asked to submit an original and five (5) copies, plus one (1) electronic version of the proposal on either a CD or flash drive, in MSWord or .pdf file format addressed to NEWARK HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the Offeror written on the face of the package, and clearly marked "PROPOSAL" with the RFP title and proposal number (RFP #14-S-003 Construction Management Services – ID/IQ Multiple Awards.”

5.1 QUESTIONS

All communications, including questions and requests for information, must be addressed in writing to: Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, N.J. 07102, Attention: Contracting Officer, or via email to contractingofficer@newarkha.org, with a copy to Antoinette Tillery artillery@newarkha.org. The deadline for receipt of questions pertaining to this proposal will be Friday, February 21, 2014 at 10:00 a.m.

The Contracting Officer will respond to all such inquiries in writing by addendum to all prospective Offerors (i.e., firms or individuals that have obtained the RFP documents). During the RFP solicitation process, the NHA will NOT conduct any ex parte (a substantive conversation—when decisions pertaining to the RFP are made—between the NHA and a prospective Offeror when other prospective Offerors are not present) conversations that may give one prospective Offeror an advantage over other prospective Offerors.

5.2 INTERPRETATION AND ADDENDA:

The offeror should rely only on representations, statements or explanations, contained in this RFP, any documents that the Authority has provided the offeror, which are referred to in this RFP, and in such formal written addenda as are issued by the Authority prior to the proposal submission deadline.

5.3 DISCREPANCIES IN PROPOSALS

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the individual rates and the extended totals, the rate prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

5.4 NATURE AND LOCATION OF WORK

Prior to submitting a Task Order proposal, the Offeror shall take steps reasonably necessary to ascertain the nature and location of the work, and shall investigate and satisfy itself as to the general and local conditions which can affect the work or its cost, including, but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Offeror shall also satisfy itself as to the

character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by NHA, as well as from the drawings and specifications made a part of the Task Order RFP. Any failure of the Offeror to take the actions described in this paragraph will not relieve the Offeror from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to NHA.

For the benefit of all prospective respondents, NHA will provide a site visit as part of each Task Order RFP process. A site visit to the site of a currently proposed project will be provided as a part of this RFP process on Tuesday, February 18, 2014 immediately following the pre-proposal conference. Transportation to the project site **WILL NOT** be provided.

SECTION 6.0 EVALUATION AND SELECTION CRITERIA

NHA will make its selection based upon the evaluation criteria described below. NHA will evaluate only those firms whose proposals are responsive to the requirements of this RFP. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Previous Experience: Experience of construction management firm's key personnel and those of all sub-consultant's in providing services under a construction management services agreement; and GMP basis	30
2. Past Performance: Evidence of performing construction management services for low income, senior residence and publicly finance construction projects	25
3. Schedule and Approach: Proposed construction management approach and project schedule	25
4. Credentials and Capability: Industry credentials and firm capability/capacity to meet the stated objectives	10
5. Affirmative Action: Utilization of disadvantaged business enterprises and Section 3 utilization	10
TOTAL AVAILABLE POINTS	100

The NHA will make an award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the NHA (i.e. that which represents the best value to the NHA), cost or price and other factors considered.

SECTION 7.0 ADDITIONAL INFORMATION

7.1 INSURANCE REQUIREMENTS

Before commencing of services under this project, the Offeror shall furnish to the Authority certificates of insurance showing that the following insurance is in force, stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable hereunder. Certificates of insurance must contain a 30-day cancellation clause and a brief description of the work to be performed. The Authority shall be named additionally insured in the Comprehensive General Liability and Automobile Liability Insurance policies, appropriately endorsed.

- a. Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the services are to be provided.

- b. Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the services with a limit of not less than \$1,000,000 with a deductible not more than \$10,000.
- c. Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the services with a limit of not less than \$2,000,000 with a deductible not more than \$10,000.
- d. Comprehensive Automobile Liability Insurance covering non-owned and hired vehicles, as well as for owned vehicles for bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 (each accident) per occurrence.

Where an endorsement to the policies is required as a result of a contract with the Authority, the endorsement shall be made prior to the signing of said contract.

The Offeror shall require each of the sub-consultants to furnish it with certificates of insurance evidencing current policies in force stating policy numbers, dates of expiration, limits of liability, deductibles, and aggregate amounts payable there under. This shall be submitted for review and approval prior to commencement of the sub-consultant's activities. Certificates of insurance are to be forwarded to the Authority upon receipt by the Offeror.

7.2 EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION STATEMENT AND SECTION 3 CLAUSE

The goal of the Affirmative Action Program is thirty percent (30%) of the dollar value of the total contract awards and purchases during the fiscal year. The Offeror's commitment to Affirmative Action and Minority Business Enterprises shall be demonstrated by submittal of evidence indicating:

- 1. An active Affirmative Action Program, hiring practices, minorities in upper management positions and/or minority ownership.
- 2. The utilization of minority owned businesses as subcontractors or Joint Venture partners.
- 3. SECTION 3 CLAUSE:
 - 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 March 17, 1999, 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 who are recipients of HUD assistance for housing, and with this contract.
 - 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 Offeror 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 Offeror'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 Offeror 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Offeror will not subcontract with any sub-consultant where the Offeror has notice or knowledge that the sub-consultant has been found in violation of the regulations in 24 CFR Part 135.
- E. The Offeror will certify that any vacant employment positions, including training positions, that are filled (1) after the Offeror 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 Offeror'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.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

4. MANDATORY AFFIRMATIVE ACTION CERTIFICATION (The following are mandatory requirements of this proposal and contract.)

For Goods and Services: no firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The Offeror's submission will be rejected as non-responsive if either one of the required documents is not submitted in the specified time frame.

7.3 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Offerors are required to read Americans with Disabilities language that is included as Appendix A of the sample contract and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

7.4 TRUTH IN CONTRACTING

Offerors should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Offerors. It is a serious crime for the Offeror to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that an Offeror commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Offerors should consult the statutes or legal counsel for further information.

7.5 TERMINATION OF CONTRACT

1. If, through any cause, the Offeror shall fail to fulfill in a timely and proper manner obligations under the contract or if the Offeror shall violate any of the requirements of the contract, the NHA shall there upon have the right to terminate the contract by giving written notice to the Offeror of such termination and specifying the effective date of termination. Such termination shall relieve the NHA of any obligation for balances to the contractor of any sum or sums set forth in the contract. The NHA will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the Offeror shall not be relieved of liability to the NHA for damages sustained by the owner by virtue of any breach of the contract by the Offeror and the NHA may withhold any payments to the Offeror for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Offeror is determined.
3. The Offeror agrees to indemnify and hold the owner harmless from any liability to sub-consultants/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.
4. In case of default by the Offeror, the NHA may procure the goods or services from other sources and hold the Offeror responsible for any excess cost.

5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the NHA reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the Offeror disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party; all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the NHA. The Offeror will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the NHA. The NHA may terminate the contract for convenience by providing 60 calendar days advanced notice to the Offeror.

7.6 PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

Board of Commissioners
GLORIA CARTWRIGHT
LENIN CRUZ
ANGELLA PALMER
NANCY PEREZ
EDWARD OSBORNE

**CONSTRUCTION MANAGEMENT SERVICES -
INDEFINITE DELIVERY/INDEFINITE QUANTITY
MULTIPLE AWARDS**

Request for Proposals #14-S-003

PART 2 of 3

STANDARD DOCUMENTS

CONTRACTS DIVISION

**SUBMISSION DATE
MARCH 12, 2014
BY 3:00PM**

PART II

SECTION 1

**SAMPLE CONTRACT
(Intentionally Omitted)**

PART II

SECTION 2

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

**(FORM HUD-5369)
Download for review at**

<http://www.hud.gov/offices/adm/hudclips/forms/files/5369.pdf>

PART II

SECTION 3

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

**(FORM HUD 5369-A)
Download for review at**

<http://portal.hud.gov/hudportal/documents/huddoc?id=5369-a.pdf>

This form must be printed, completed and returned as part of your response to this solicitation.

PART II

SECTION 4

**General Conditions for Construction Contracts –
Public Housing Programs**

(FORM HUD-5370)

Available for review at

<http://www.hud.gov/offices/adm/hudclips/forms/files/5370.pdf>

PART II

SECTION 5

**PREVIOUS PARTICIPATION CERTIFICATION
(FORM HUD 2530)**

FILLABLE FORM AVAILABLE AT

<http://www.hud.gov/offices/adm/hudclips/forms/files/2530.pdf>

This form must be completed, printed and returned as part of your response to this solicitation.

PART II

SECTION 6

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally
Recognized Indian Tribal Governments – PROCUREMENT

Download for review at

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536

PART II

SECTION 7

**Section 3 Opportunity Plan
(Go to End of Document)**



Executive Director
KEITH D. KINARD

Chairperson
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Board of Commissioners
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**CONSTRUCTION MANAGEMENT SERVICES -
INDEFINITE DELIVERY/INDEFINITE QUANTITY
MULTIPLE AWARDS**

Request for Proposals #14-S-003

PART 3 of 3

SUBMISSION DOCUMENTS

CONTRACTS DIVISION

**SUBMISSION DATE
MARCH 12, 2014
BY 3:00PM**

**RFP #14-S-003
CONSTRUCTION MANAGEMENT SERVICES – INDEFINITE DELIVERY/INDEFINITE
QUANTITY MULTIPLE AWARDS**

SUBMISSION CHECKLIST

(PLEASE CHECK OFF EACH ITEM TO ENSURE COMPLETION OF YOU SUBMISSION)

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
1. LETTER OF INTEREST		
2. NON-CURABLE ITEMS		
• Stockholder Disclosure Certification (<i>provided within</i>)		
• Listing of Sub-consultants and Certification Form (<i>provided within</i>)		
• Acknowledgement of Addenda/Clarifications (<i>provided within</i>)		
3. ORGANIZATIONAL AND PERSONNEL BACKGROUND		
4. CONSTRUCTION MANAGEMENT APPROACH		
5. COST PROPOSAL		
6. FINANCIAL STATEMENT		
7. OTHER REQUIRED SUBMISSION DOCUMENTS		
• Evaluation Criteria form (<i>provided within</i>)		
• Affirmative Action Compliance Notice (<i>provided within</i>)		
• Affidavit of Non-Collusion (<i>provided within</i>)		
• Affidavit of Non-Default (<i>provided within</i>)		
• Drug Free Work Place Certification (<i>provided within</i>)		
• Debarment Statement		
• Liens, Suits and Judgments Statement		
• Copy of Joint Venture Agreement (if applicable)		
• Previous Participation Certification, Form HUD-2530 (<i>download</i>)		
• Representations, Certifications and Others Statements of Bidders – Public and Indian Housing Programs, Form HUD-5369-A (<i>download</i>)		
• Certification of Payments to Influence Federal Transactions, Form HUD-50071		
• Business Registration Certificate(s) for Respondent Firm and all Named Sub-consultants (<i>only documents represented by the provided samples will be accepted</i>)		
• Section 3 Opportunity Plan, Schedule D (<i>provided within</i>)		

*****NON-CURABLE ITEM*****

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Must Be Included with Proposal 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

☐ 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: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Sworn to and subscribed before me this _____ day

of _____, 2014

(Affiant)

(Print name & title of affiant)

Notary Public

*****NON-CURABLE ITEM*****

SUB-CONSULTANT/SUB-CONTRACTOR LISTING

Please list the names of all sub-consultants to be used on this project. (Add additional sheets where necessary). The sub-consultant certification form must be completed for each firm listed.

All sub-consultants designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated sub-consultant shall also be provided with the bid. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

☐

The Respondent firm will not use any subcontractors.

THIS FORM TO BE SIGNED AND SUBMITTED BY THE RESPONDENT FIRM

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2014

(CORPORATE SEAL)

Notary Public

*****NON-CURABLE ITEM*****

SUB-CONSULTANT/SUB-CONTRACTOR CERTIFICATION FORM

All sub-consultants designated by the respondent shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated sub-consultant shall also be provided with the bid. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-consultant within the past two (2) years.

Please print the following information legibly. **NOTE:** Provide this information on additional sheets, as required, in accordance with the following format.

How many years has sub-consultant been engaged in this particular field? ____ years.

Sub-consultant

Firm Name

Address

Contact Person

Telephone #

Facsimile #

Trade

State License #

THIS FORM TO BE SIGNED AND SUBMITTED BY THE SUB-CONSULTANT

Name of Lead Company

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2014

(CORPORATE SEAL)

Notary Public

Provide a list of relevant contracts (company/firm) completed by sub-consultants within the last two (2) years. ***DO NOT INCLUDE WORK WITH THE HOUSING AUTHORITY OF THE CITY OF NEWARK.***

(This form may be duplicated.)

1.	_____	_____	_____
	Company Name	Telephone #	Completion Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
2.	_____	_____	_____
	Company Name	Telephone #	Completion Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
3.	_____	_____	_____
	Company Name	Telephone #	Completion Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	

*****NON-CURABLE ITEM*****

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/CLARIFICATION

The undersigned hereby acknowledges receipt of the following Addenda/Clarification:

<u>Addendum/Clarification Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda/clarification was received:**

Acknowledged for: _____
(Name of Respondent Firm)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Sworn to and subscribed before me this ____ day of _____, 2014

Notary Public

****NOTE: THIS DOCUMENT MUST BE COMPLETED WHETHER OR NOT AN
ADDENDA/CLARIFICATION WAS ISSUED.**

COST PROPOSAL
RFP #14-S-003
CONSTRUCTION MANAGEMENT SERVICES – INDEFINITE DELIVERY/INDEFINITE
QUANTITY MULTIPLE AWARDS

Part A. Offerors should indicate the size (in terms of estimated construction cost) project for which it would like to be considered. Place a check mark (✓) next to the desired project size.

_____ \$5 – 10 million _____ \$10 – 20 million _____ \$20 million and over

Part B. Offerors should provide proposed fees for the required services **as described in Part 1, Section 3.0 Scope of Services** of this RFP.

PRE-CONSTRUCTION/DESIGN	Proposed Flat Fee
1. Pre-construction Services – Constructability review of Drawings & specifications, estimating, Value Engineering and coordination; preparation of GMP	\$
2. Bidding Services – To include, but not limited to solicitation, construction contract(s) negotiation and award, coordination procurement, estimating.	\$
CONSTRUCTION STAFF RATES – General Conditions	
1. General Conditions for staffing shall be determined upon issuance of specific Task Orders for Defined Projects. It is the intent of this RFP to establish rates to be utilized on each project. In development of staffing plans/costs and shall be requested developed at a later date. This contractor shall submit complete staffing rates of their respective companies necessary for the execution of the tasks listed in the scope of services.	\$
OTHER	
1. Bond Costs	%
2. Insurance (including Builder's Risk)	%
3. Fixed CMC Fee	%

Part C. Proposed Rates/Direct Labor Costs

1. Proposed Staffing Rates – Loaded hourly rates for each job classification (list by discipline below; use an additional sheet if necessary)	
DISCIPLINE	RATE/HOUR
	\$
	\$
	\$
	\$
	\$

COST PROPOSAL
RFP #12-S-014-S-003
CONSTRUCTION MANAGEMENT SERVICES – INDEFINITE DELIVERY/INDEFINITE
QUANTITY MULTIPLE AWARDS
(Page 2)

Part D. Proposed Owner /CMC project cost sharing for “hard dollar” savings.

Owner _____ % + CMC _____ % = 100%

Part E. Provide with your response a cost breakdown and detailed general conditions breakdown, using a standard spreadsheet format (e.g., MS Excel), for the Project described herein.

BUSINESS NAME	
BUSINESS ADDRESS	
AUTHORIZED COMPANY REPRESENTATIVE	
TELEPHONE NUMBER	
EMAIL ADDRESS	

I have read and understood the requirements of this RFP and agree to provide the required services in accordance with the solicitation, all exhibits and attachments.

Authorized Company Representative's Signature _____

Title: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 2014

Notary Public

EVALUATION CRITERIA FORM
RFP #14-S-003
CONSTRUCTION MANAGEMENT SERVICES – INDEFINITE DELIVERY/INDEFINITE
QUANTITY MULTIPLE AWARDS

EVALUATION CRITERIA	MAXIMUM POINTS
1. Previous Experience: Experience of construction management firm's key personnel and those of all sub-consultant's in providing services under a construction management services agreement; and GMP basis	30
2. Past Performance: Evidence of performing construction management services for low income, senior residence, and publicly finance construction projects	25
3. Schedule and Approach: Proposed construction management approach and project schedule; staffing plan; proposed project cost sharing;	25
4. Credentials and Capability: Industry credentials and firm capability/capacity to meet the stated objectives	10
5. Affirmative Action: Utilization of disadvantaged business enterprises and Section 3 utilization	10
TOTAL AVAILABLE POINTS	100

Acknowledged for: _____
 (Name of Respondent Firm)

By: _____
 (Signature of Authorized Representative)

Name: _____
 (Print or Type)

Title: _____

Date: _____

Sworn to and subscribed before me this ____ day of _____, 2014

Notary Public

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

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

OR

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

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

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

AFFIDAVIT OF MINORITY/WOMEN/DISADVANTAGED BUSINESS**ENTERPRISE PARTICIPATION**

STATE OF _____:
 _____: SS
 COUNTY OF _____:

The undersigned, being duly sworn according to law, deposes and states:

That I am the party making the foregoing proposal or bid and will comply with the requirements of the Minority/Women/Disadvantaged Business Enterprise Participation Program of the Newark Housing Authority, and that if awarded a contract intend to acquire the percentages of goods and services stated below from minority/women/disadvantaged business enterprises:

<u>Name, Address & Phone No. Of M/W/DBE</u>	<u>Percent of Bid Dollar Value</u>	<u>Product or Service</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I understand that nothing herein obligates the Newark Housing Authority to approve of said Minority/Women/Disadvantaged Business Enterprise as a supplier or subcontractor for the goods and services stated; and that the Authority may require this firm to substitute other suppliers or subcontractors in place of those specified. In addition, I understand that nothing herein gives any Minority/Women/Disadvantaged Business Enterprise an enforceable right against the Newark Housing Authority.

 FIRM NAME

 AUTHORIZED SIGNATOR

 DATE

 TITLE

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public

AFFIDAVIT OF NON-COLLUSION

STATE OF _____:
 _____: SS
 COUNTY OF _____:

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party making the foregoing Bid, that such 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 other 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 advantages against the Newark Housing Authority, or any person interested in the proposed contract; and that all statements in said Bid are true.

2. The bidder further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a bidder, but may be grounds for administrative suspension or grounds for consideration by NHA as to whether NHA should decline to award a contract to such a bidder on the basis of a lack of responsibility. If bidder has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, bidder should attach an explanation of the circumstances surrounding that conviction.

 FIRM NAME

 AUTHORIZED SIGNATOR

 DATE

 TITLE

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public

AFFIDAVIT OF NON-DEFAULT

STATE OF _____: _____
COUNTY OF _____: _____

The undersigned, being duly sworn according to law, deposes and says that, as the party making the foregoing Proposal; I certify as follows:

1. That all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
2. That for the period beginning 10 years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracts.
3. To the best of my knowledge there are no unresolved findings raised as a result of HUD audits, management reviews or any other Governmental investigations concerning me or work under any of my contracts.
4. There has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.
5. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than 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.)
6. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of any State Government or of the City of Newark or the Newark Housing Authority from doing business with such Department or Agency.
7. I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
8. All the names of the parties, known to me to be principals in this contract, in which I propose to participate, are included on resumes submitted with this proposal.
9. To my knowledge I have not been found by HUD or the State of New Jersey to be in noncompliance with any applicable civil rights laws.
10. I am not 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.
11. I am not an officer or employee or commissioner of the Newark Housing Authority who is prohibited or limited by law from contracting with the NHA.
12. For the period beginning 5 years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.

13. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances, which I think, helps to qualify me as a responsible Principal for participation in this project.

FIRM NAME

AUTHORIZED SIGNATOR

DATE

TITLE

Sworn to and subscribed before me this ____ day of _____, 2014.

Notary Public

DRUG-FREE WORK-PLACE CERTIFICATION

DRUG-FREE WORK-PLACE ACT OF 1988

41 U.S.C. 701, et seq.

54 FED. REG. 4946, et seq.

The undersigned hereby certifies that he/she will provide a drug-free work-place by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Respondent's work-place and specifying the actions that will be taken against employees for violation of such prohibition;

1. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the work place;
 - b. The Respondent's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employee for violations occurring in the work place;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a):
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the Respondent of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction;
4. Notify the Newark Housing Authority ("NHA") within ten (10) days after receiving notice under Subparagraph (d) (2) from an employee, or otherwise receiving actual notice, of such conviction;
5. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph (d) (2), with respect to any employee who is so convicted;
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
7. Respondent is presently working at the following NHA Sites _____; or () none.

FIRM NAME

AUTHORIZED SIGNATOR

DATE_____
TITLE

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary Public

CERTIFIED STATEMENT OF NON-DEBARMENT

PROVIDE NOTARIZED STATEMENT ON COMPANY LETTERHEAD

CERTIFIED STATEMENT

LIENS, SUITS, JUDGMENTS

PROVIDE NOTARIZED STATEMENT ON COMPANY LETTERHEAD

JOINT VENTURE AGREEMENT
(IF APPLICABLE)

**Previous Participation Certification
FORM HUD-2530**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS –
PUBLIC HOUSING PROGRAMS
FORM HUD 5369-A**

**Certification of Payments to Influence Federal Transactions
FORM HUD 50071**

SECTION 3 OPPORTUNITY PLAN

SCHEDULE D

SAMPLE

BUSINESS REGISTRATION CERTIFICATES (only these forms will be accepted!)

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:	 Acting Director	
01/01/01		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	



SECTION 3 PROGRAM

UTILIZATION PLAN PACKET

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs are directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

**JOB
TRAINING
OPPORTUNITIES
INDEPENDENCE**

Prepared by: OPERATION DIVISION



INSTRUCTIONS FOR COMPLETING THE SECTION 3 UTILIZATION PLAN

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs are directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

SCHEDULE D: All bidders/proposers are required to complete this form and submit it with their final bid/proposal package. The form must be signed and dated by the responsible party.

The remainder of the packet must be completed with the NHA Section 3 Coordinator once the contract is awarded. It is important to familiarize yourself with ALL the contents so that you are aware of what is required and the various options for compliance once the contract is executed.

The Section 3 Utilization Plan is to be completed for all construction and non-construction contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business and expend 25% (for construction contracts) or (3% for non-construction contracts) of the total subcontracting dollars allocated for this project. The business must be 51% or more owned by residents of the housing development, or other NHA public housing residents; or subcontractor/joint venture with a business that employs full-time, 30% or more of NHA residents, or low and very low income individuals within the HUD Metro Fair Marketing Rent areas of New Jersey (Essex, Morris, Sussex and Union counties), or
- 2) Direct hiring of NHA public housing residents and/or low and very low-income area residents to consist of thirty percent (30%) of the contractor's aggregate number of new hires. NHA has a complete database of properly screened residents who are available for employment, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Resident Services Department of the NHA.
- 4) Contribute to the NHA resident educational fund in an amount commensurate with your contract value on the requirement scales.

If a prime contractor is unable to satisfy the NHA resident hiring requirements per the above, the requirements may be satisfied through a qualified subcontractor that may be involved in the project and qualified to complete a percentage of the work.

For Option 1, if the contractor or subcontractor has identified a resident owned business or a business which employs 30% or more NHA public housing or area residents, this section is to be completed by indicating the percentage of total contract award and corresponding dollar amount that will be expended with such businesses in the spaces provided. (See steps for calculating Section 3 obligation to include Option 1)

PART A:

Step 1: Add the total amount of the awarded contracting dollars that you plan to allocate for subcontracting.

Step 2: Multiply the subcontracting dollars by 25% if this is a construction contract or 3% for non-construction. This is the amount you would place in the space provided in the utilization plan under Option 1. This will satisfy 100% of your obligation. If you choose a combination of options that include Option 1 proceed to Step 3.

Step 3: Multiply the percentage you chose *to comply with* Option 1 by the answer received in Step 2. For example, to use 50% of Option 1 *to comply with* your Section 3 obligation you would multiply the answer in step 2 by 50%.

Remember: You may use Option 1 to satisfy 100% of your Section 3 obligation or you may use a combination of options; nevertheless the sum of all percentages must equate 100% compliance.

PART B:

SAMPLE CONSTRUCTION WORKSHEET USING OPTION 1

Subcontracts:

Plumbing	\$100,000
Heating	\$100,000
Plumbing Supplier	\$100,000

Total Subcontracting Dollars: \$300,000 x 25% = \$75,000

Option 1 \$75,000 = 100% compliance

If you choose a combination of options (see the following example):

Contract Amount: \$400,000 x (5% = \$20,000) Note: Don't forget to add an additional \$10,000 if contract value is or becomes \$500,000 or more.)

Option 1	50% x \$75,000 = \$37,500
Option 2	20% x \$20,000 = \$ 4,000
Option 3	-0- x \$20,000 = \$ 0
Option 4	30% x \$20,000 = \$ 6,000

100% compliance \$47,500 (Total Section 3 Requirement)

If the prime contractor or subcontractor plans to hire NHA public housing or area residents to work for its company, Option 2 must be completed. Enter in the spaces provided the percentage of total contract award and corresponding dollar amount that will be expended toward the new hiring of resident(s), based on the requirement amounts reflected on the listed scales. Please refer to the amount that is listed in your contract to calculate your full requirement. Following is two examples to illustrate the calculation method:

Example 1 for construction contracts:

If your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 5% or \$5,000.00. If the contract amount is \$1,000,000.00, the calculations are 5% plus \$10,000.00, the Section 3 requirement amount in this example will be \$60,000.00.

Example 2 for non-construction contracts:

If your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 3% or \$3,000.00. If the contract amount is \$1,000,000.00 the calculations are 3% plus \$10,000.00, the Section 3 requirement amount in this example will be \$40,000.00.

If the entire requirement amount is to be expended on resident's salary, then 100% is to be inserted on the percent line along with the dollar amount. If the salary amount is less than 100% of the requirement, that amount must be inserted on the line and the remaining dollar amount must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into NHA Section 3 Resident Training/Educational Fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the prime contractor's Section 3 obligations will be placed into NHA Resident Training/Educational Fund, in which case Paragraph three (3) must be completed and Paragraphs one (1) and two (2) will contain zeroes in the percentage lines. Contractors utilizing the NHA Resident Educational Fund to meet its Section 3 obligation must indicate their preference for a one-time payment/invoice deduction or periodic invoice deductions.

LABOR SURVEY: The third section is to be completed by listing current staff to be used to complete the work bid upon.

- 1) indicate each category of employment for all phase of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are to be filled with NON-Section 3 employees
 - (a) hiring goal - total number of positions to be filled by low-income

- area residents;
- (b) hiring goal - total number of positions to be filled by NHA public housing residents;
- (c) hiring goal – total positions to be filled.

Each prime contractor is required to attend a post-award meeting where contractual obligations related to Section 3 compliance will be explained and the Section 3 Utilization Plan will be finalized.

SECTION 3 UTILIZATION PLAN

Business Opportunities and Employment Training of the Housing Authority of the City of Newark Public Housing Residents and Low and Very Low Income Area Residents

Utilization Plan (Company Name_____)

LINE 1 Contract Amount \$_____; this amount is the base you must use to calculate your Section 3 requirement. (Note: this does not apply to Option 1).

LINE 1b Total Subcontracting Dollars \$_____; this amount is what you have allocated to subcontracting this project. It is also the base you must use to calculate Option 1 only.

LINE 2 After choosing option(s) below, add all figures and place on this line \$_____. This is your total Section 3 requirement. (Note: This total may change in accordance with increases and decreases in contract value. All changes should be reflected on monthly Section 3 report.)

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the NHA Contract Resolutions implementing Section 3 requirements.

You may comply by choosing one or all options. Remember, your compliance must be equal to 100% or any remaining percentages and the corresponding dollar amount will be deducted from payouts and placed in the NHA Resident Training/Educational Fund account. An electronic worksheet to assist in completing the Utilization Plan can be found at www.newarkha.org.

☐ **Option 1: Subcontract with Section 3 Business Concern(s)**

LINE 3 The Contractor has chosen a NHA certified Section 3 resident owned business(es) or Section 3 business(s) to expend 25% (for construction) or 3% (for non-construction) of the total subcontracting dollars, to comply with (a)_____%, (b)\$_____ of its Section 3 requirements covered under this Contract.

☐ **Option 2: Hire Section 3 residents/participants**

LINE 4 The Contractor has committed to employ thirty percent (30%) of its new hire from the NHA Section 3 database in order to comply with (a)_____, (b)\$_____, of its Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the new hire of NHA public housing residents and low and very low-income area residents, during the term of the contract between the Contractor and NHA. The Contractor

affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under this Contract. (See attached Labor Survey)

☐ **Option 3: Resident Training by Contractor**

LINE 5 The Contractor has a training/apprenticeship program in place and is willing to train and/or sponsor residents to comply with (a) _____% or (b)\$ _____ of its Section 3 requirements. Enter number of residents to be trained: (c)_____.

☐ **Option 4: Contribution**

LINE 6 The Contractor will contribute to the NHA Training/Educational Fund for resident training to comply with (a) _____% or (b)\$ _____ of its Section 3 requirements.

In the event I choose Option (4), I have the option to submit my check in the compliance amount of the start of contract date, or allow NHA to deduct payment from my draw requests. (Compliance amount is based upon the contract amount spelled out on the related scale.)

Contractor's Signature and Title:

Date: _____

Sworn & Subscribed Before Me

This _____ day of _____, _____.
Day Month Year

Signature of Notary Public

Date Commission Expires _____

SCHEDULE D

NAME OF PRIME CONTRACTOR:

TITLE OF IFB/RFP:_____

IFB/RFP#:_____

CONTRACT #:_____

THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION AND NON-CONSTRUCTION BID SUBMISSIONS

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as evidence of its good faith commitment to comply with all provisions of HUD Section 3 as implemented by the Newark Housing Authority.

The Contractor hereby agrees to complete and execute a Section 3 Utilization Plan, acceptable to Newark Housing Authority, upon contract award. The Contractor understands and further agrees that the issuance of a Notice to Proceed in connection with the work subject to the awarded contract shall be contingent upon execution of Contractor's Section 3 Utilization Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in the Utilization Plan on a monthly basis throughout the contract period. The monthly status report shall be submitted at the time payment is being requested. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide in order to meet the Section 3 goals.

Acknowledged by:

(President or Authorized Officer)

Date:_____

Sworn & Subscribed Before Me

This _____ day of _____, _____.
Day Month Year

Signature of Notary Public

Date Commission Expires_____

Labor Survey:

NHA CONTRACT #		NHA CONTRACT Title:			
(1) Job Category	(2) Total Estimated Positions Needed	(3) # to be filled NON-Section 3	HIRING GOAL		
*Do not list current employees. Complete these items only if new employees are to be hired.		(a) Low-Income Area Residents	(b) Low-Income NHA Residents	(c) Total	
Technical					
Office/Clerical					
Other					
SITE WORK: Laborer –					
MASONRY: Mason – Laborer –					
CARPENTRY: Carpenter – Laborer –					
ROOFING/SIDING: Roofer – Laborer –					
PAINTING: Painter – Laborer –					
FLOORING: Tile man – Laborer –					
PLUMBING: Plumber – Laborer –					
ELECTRICAL: Electrician – Laborer –					

HVAC: Journeyman – Laborer –					
OTHER:					

Attach another sheet if additional space is required.

SECTION 3 REQUIREMENT SCALE

CONSTRUCTION

VALUES

Contract Values			REQUIREMENTS AND CONTRIBUTION TO TRAINING FUND				
\$21,000	to	\$99,999	5%			\$1,050	\$5,000
\$100,000	to	\$199,999	5%			\$5,000	\$10,000
\$200,000	to	\$299,999	5%			\$10,000	\$15,000
\$300,000	to	\$399,999	5%			\$15,000	\$20,000
\$400,000	to	\$499,999	5%			\$20,000	\$25,000
\$500,000	to	\$999,999	5%	+	\$10,000	\$35,000	\$60,000
\$1,000,000	to	\$1,999,999	5%	+	\$10,000	\$60,000	\$110,000
\$2,000,000	to	\$2,999,999	5%	+	\$10,000	\$110,000	\$160,000
\$3,000,000	to	\$3,999,999	5%	+	\$10,000	\$160,000	\$210,000
\$4,000,000	to	\$4,999,999	5%	+	\$10,000	\$210,000	\$260,000

Five percent (5%) plus \$10,000 will be applied to each contract of \$500,000.00 dollars or more for the purpose of calculating requirement values.

SECTION 3 REQUIREMENT SCALE

NON-CONSTRUCTION

VALUES

Contract Values			REQUIREMENTS AND CONTRIBUTION TO TRAINING FUND			
\$21,000	to	\$99,999	3%		\$630	\$3,000
\$100,000	to	\$199,999	3%		\$3,000	\$6,000
\$200,000	to	\$299,999	3%		\$6,000	\$9,000
\$300,000	to	\$399,999	3%		\$9,000	\$12,000
\$400,000	to	\$499,999	3%		\$12,000	\$15,000
\$500,000	to	\$999,999	3%	+	\$10,000	\$25,000
\$1,000,000	to	\$1,999,999	3%	+	\$10,000	\$40,000
\$2,000,000	to	\$2,999,999	3%	+	\$10,000	\$60,000
\$3,000,000	to	\$3,999,999	3%	+	\$10,000	\$90,000
\$4,000,000	to	\$4,999,999	3%	+	\$10,000	\$130,000
					\$130,000	\$160,000

Three percent (3%) plus \$10,000 will be applied to each contract of \$500,000.00 dollars or more for the purpose of calculating requirement values.

FY 2012 Income Limits Summary

Newark, NJ HUD Metro FMR Area										
FY 2012 Income Limit Area	<u>Median Income</u>	FY 2012 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Newark, NJ HUD Metro FMR Area	\$90,700	<u>Very Low (50%) Income Limits</u>	\$31,750	\$36,300	\$40,850	\$45,350	\$49,000	\$52,650	\$56,250	\$59,900
		<u>Extremely Low (30%) Income Limits</u>	\$19,050	\$21,800	\$24,500	\$27,200	\$29,400	\$31,600	\$33,750	\$35,950
		<u>Low (80%) Income Limits</u>	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800

The **Newark, NJ HUD Metro FMR Area** contains the following areas: Essex County, NJ; Morris County, NJ; Sussex County, NJ; and Union County, NJ.