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REQUEST FOR PROPOSALS (RFP)

PROPERTY MANAGEMENT SERVICES - Branch Brook Park

12-S-046

PART 1 OF 3

SCOPE OF SERVICES

CONTRACTS DIVISION

SUBMISSION DATE
DECEMBER 28, 2012
BY 3:00PM

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NEWARK HOUSING AUTHORITY

**REQUEST FOR PROPOSALS
12-S-046
PROPERTY MANAGEMENT SERVICES**

The Newark Housing Authority (NHA) is soliciting proposals from qualified property management companies to provide property management services at its Branch Brook Park facility, a project based housing choice voucher/Section 8 site. The contract term will be for three (3) years, with two (2) one-year options to renew at the sole discretion of the Newark Housing Authority.

Interested property management companies with recent, demonstrated ability to perform comparable work are invited to obtain a copy of the full RFP at www.newarkha.org or from Cheryl Goins, Newark Housing Authority, Contracts Division, 500 Broad Street, 5th Floor, Newark, New Jersey 07102, telephone: (973) 273-6426.

A pre-proposal conference is scheduled for Thursday, December 6, 2012 at 1:00 p.m. at the address noted above.

An original and four (4) copies, plus one (1) electronic version of the response, on a CD or flash drive, in MSWord or .pdf format, to this RFP shall be received no later than 3:00 pm on Friday, December 28, 2012, as follows:

NEWARK HOUSING AUTHORITY
Attn: Cheryl Goins, Contracts Division
500 Broad Street, 5th Floor
Newark, New Jersey 07102

All responses shall be clearly marked **"RFP #12-S-046, PROPERTY MANAGEMENT SERVICES - Branch Brook Park."**

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

The NHA reserves the right to accept any and all qualifications, or to waive any minor informality contained in the proposals and the right to reject any and all proposals. No proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the due date of this RFP, without the prior written consent of the NHA.

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

RFP INFORMATION AT A GLANCE

NHA CONTACT PERSON	Cheryl L. Goins Telephone: 973-273-6426 Email: cgoins@newarkha.org
PRE-PROPOSAL CONFERENCE	Thursday, December 6, 2012 1:00 p.m. 5 th Floor Conference Room 500 Broad Street Newark, New Jersey 07102
QUESTIONS ARE DUE BY	Tuesday, December 11, 2012 at 10:00am.
ANSWERS ISSUED BY ADDENDUM	Monday, December 17, 2012 via email and posted at www.newarkha.org
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A RESPONSE	1. As instructed within Section 5.0 of the RFP document, submit one (1) original, four (4) "hard copies" and one (1) electronic copy of your proposal to the NHA Contracts & Procurement Division office; 2. As instructed within Section 2.3, any submissions not including the Non-Curable Items will be rejected.
RFP SUBMISSION DATE	Friday, December 28, 2012 3:00pm Newark Housing Authority Contracts & Procurement Division 500 Broad Street, 5 th Floor Newark, New Jersey 07102 The proposal must be received in-hand and time-stamped by the NHA by no later than 3:00pm on this date.
ANTICIPATED AWARD DATE	Wednesday, March 13, 2013 by action of the Board of Commissioners

SECTION 1.0 INTRODUCTION/BACKGROUND

1.1 The Newark Housing Authority (NHA) is a governmental entity established under State Law in 1938, and formed under the United States Housing Act of 1937. Charged with providing affordable, decent, safe and sanitary housing for low-income persons, the NHA is the largest provider of affordable housing in the State of New Jersey.

1.2 The goal of this RFP is to select a property management firm to perform professional property management services at Branch Brook Park, a project based housing choice voucher/Section 8 site.

SECTION 2.0 GENERAL INFORMATION

2.1 NHA'S RESERVATION OF RIGHTS

2.1.1 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.

2.1.2 The NHA reserves the right not to award a contract pursuant to this RFP.

2.1.3 The NHA reserves the right to make awards, on a non-exclusive basis, pursuant to this RFP.

2.1.4 The NHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful respondent(s).

2.1.5 The NHA reserves the right to determine the days, hours and locations that the successful respondent(s) shall provide the services called for in this RFP.

2.1.6 The NHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 120 days subsequent to the deadline for receiving proposals without the written consent of the NHA Director of Procurement and Contracts.

2.1.7 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.

2.1.8 The NHA shall have no obligation to compensate any respondent for any costs incurred in responding to this RFP.

2.1.9 The NHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.2 RESPONDENT'S RESPONSIBILITIES – CONTACT WITH THE NHA

It is the responsibility of the respondent to address all communication and correspondence pertaining to this RFP process to the designated Contract Coordinator, **Cheryl L. Goins**,

cgoins@newarkha.org 973.273.6426 or the Director of Procurement and Contracts, **Shari Hamilton, shamilton@newarkha.org 973.273.6406**. Respondents 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 respondent who may has not abided by this directive.

2.3 NON-CURABLE ITEMS

2.3.1 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 unresponsive and that cannot be cured by the governing body.

2.3.1.1 A statement of corporate ownership pursuant to NJSA 52:25-24.2;

2.3.1.2 A listing of sub-respondents as required by NJSA 40A:11-16;

2.3.1.3 A document for the respondent to acknowledge receipt of any notice or revisions or addenda to the advertisement or proposal documents, or if applicable, the respondent acknowledges same pursuant to NJSA 40A:11-23.2e

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

2.3.2.1 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.

2.3.2.2 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.

2.3.2.3 Sole-proprietorship shall be signed by the proprietor.

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

2.4 PROOF OF BUSINESS REGISTRATION

2.4.1 NJSA 52:32-44 requires that each respondent submit proof of business registration prior to contract award. Proof of registration shall be a copy of the respondent'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/nibgs 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 3 of this RFP.

2.4.2 NJSA 52:32-44 imposes the following requirements on respondents and all sub-contractors that knowingly provide goods or perform services for a respondent fulfilling this contract: The respondent shall provide written notice to its sub-contractors to submit proof of business registration to the respondent. 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 respondent 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 respondent 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, (NJSA 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

2.4.3 A respondent or sub-respondents who provides false business registration information or post award, fails to provide proof of business registration for added sub-respondents 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

2.5.1 Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to NJSA 40A: 11-23.2
2. All proposals pursuant to NJSA 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 respondents;
5. The proposal is inappropriately unbalanced;
6. The respondent is determined to possess, pursuant to NJSA 40A: 11-4b, Prior Negative Experience; or
7. If the successful respondent 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 respondent. (NJSA 40A: 11-24b)

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

2.6 METHOD OF CONTRACT AWARD

2.6.1 The length of the contract shall be stated in the public notice and specifications. Pursuant to requirements of NJAC 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

2.6.2 The form of contract shall be submitted by the NHA to the successful respondent. Terms of the proposal package prevail. Respondent exceptions must be formally accepted by the NHA.

2.7 PROTESTS

2.7.1 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/his 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 Director of Procurement and Contracts 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.

2.7.2 The respondent shall provide the following:

2.7.2.1 Name, address and telephone number, email is optional of the person filing the bid protest;

2.7.2.2 Indicate/specify the Bid/RFP number and the description of the solicitation;

2.7.2.3 Provide a detailed statement specifying the nature of the complaint;

2.7.2.4 Supporting exhibits, evidence, documents to substantiate any arguments; and

2.7.2.5 Specify the form of relief being sought (including costs, if any).

2.7.3 The Director of Procurement and Contracts or her/his designee shall conduct a review of the protest matter and shall issue a written decision on the matter. The Director of Procurement and Contracts, 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 Director of Procurement and Contracts or her designee in the review of the protest matter.

SECTION 3.0 INTENT AND SCOPE OF SERVICES

3.1 INTENT

The Newark Housing Authority's ("NHA") mission is to invest in families by building and maintaining affordable housing to encourage economic independence and healthy communities.

The NHA is committed to improving the quality of life of its residents. To this end, a "Blended Management" approach is utilized in which *property management* encompasses all aspects of running a development, and our partnership with the City of Newark, Department of Human Services, *Service Connector Program*, represents an aggressive endeavor to link residents to the social services and opportunities necessary to maintain a stable life. NHA shares with the City of Newark the vision of Newark being a thriving, diverse community with healthy neighborhoods and quality housing. Therefore, the people and the property of our communities form the core of our purpose.

The scope of work expected of the successful respondent includes those services customarily associated with professional, third-party multi-family housing management companies, including

but not limited to complying with the United States Department of Housing and Urban Development ("HUD") regulations and rules for project based housing choice voucher/Section 8 programs; NHA policies regarding procurement, minority, women and disadvantaged business enterprises, and Section 3; and wage compliance requirements. The selected respondent to this RFP must have the ability to meet NHA requirements which include, but are not limited to those detailed in section 3.2 SCOPE OF SERVICES.

3.2 SCOPE OF SERVICES

3.2.1 PROPERTY MANAGEMENT - GENERAL SERVICE REQUIREMENTS

3.2.1.1 The management company will provide professional property management services necessary to manage property as affordable rental housing, or administrative facilities in a faithful, diligent and honest manner upon the terms and conditions specified by the Newark Housing Authority ("NHA"), and set forth in the agreement resulting from this RFP process and good faith negotiations associated therewith.

3.2.1.2 The management company must represent and warrant that it is a licensed real estate broker in the state of New Jersey and is in all other respects qualified to perform the work of the business in the state of New Jersey.

3.2.1.3 The management company shall prior to award of a contract develop a management plan that shall assure the physical, financial and social well being of the property/properties. The management plan, based on the approved budget to be provided by NHA to the highest ranked respondent, shall include, but not be limited to the following:

3.2.1.3.1 Management

- 3.2.1.3.1.1 Detailed description of management processes and procedures
- 3.2.1.3.1.2 Personnel policy and staffing arrangements
- 3.2.1.3.1.3 Customer service and training protocols
- 3.2.1.3.1.4 Accounting records
- 3.2.1.3.1.5 Compliance with NHA Procurement Policy/Procedures
- 3.2.1.3.1.6 Process for Management Plan updates

- 3.2.1.3.2 Insurance Evidence of fidelity bond and insurance in accordance with contract requirements

3.2.1.3.3 Occupancy

- 3.2.1.3.3.1 Procedures for achieving and maintaining occupancy
- 3.2.1.3.3.2 Procedures for affordable housing requirements
- 3.2.1.3.3.3 Rent collections
- 3.2.1.3.3.4 Resident management relations

- 3.2.1.3.3.5 Maintenance Program and Procedures

- 3.2.1.3.3.6 Marketing Plan

Management company shall evaluate effectiveness of current marketing programs and make written

recommendations to Authority for changes or revisions to the marketing plan in an effort to improve occupancy.

3.2.1.3.3.5 Advertising and Promotion

Management company shall, at Authority's sole discretion, advertise the Property and display signs thereon, subject to Authority's prior right to approve of the content and location of affixing signs.

3.2.1.4 Vacant Units. Vacant units shall be made market ready within 5 business days of vacated. Management company shall ensure each unit's entry hardware (locks) is properly re-keyed or replaced upon vacancy. Each vacant unit shall be prepared for re-occupancy by performing all required repairs as necessary including: (i) cleaning of all surfaces; (ii) painting as necessary; (iii) flooring cleaning or replacement; (iv) repair of all wall and ceiling surfaces; (v) moisture intrusion inspection; and (vi) repair or replacement of appliances and fixtures. Vacant units shall be inspected for lead hazards pursuant Federal, State and local codes/regulations and any lead hazard found shall be remediated by appropriately trained personnel. Any and all records relating to lead remediation shall be maintained by Management company for at least (3) years.

3.2.1.5 Certification/Recertification. Management company shall income qualify each tenant household by collecting income documentation and have that tenant sign a move-in certification. Annually, recertify each tenant by collecting current income documentation and have him or her sign a recertification. For residents residing in 100% tax credit properties, an initial certification shall be required at move-in, followed by a re-certification on the 1 year anniversary of move-in. Recertification shall no longer be required in subsequent years, provided the property continues to operate 100% affordable/tax credit. While a resident shall still be required to complete the Tenant Income Certification and other forms on an annual basis, 3rd party verification of income shall no longer be required.

3.2.1.6 Leasing. Management company shall conduct all leasing activities in compliance with Equal Housing Opportunity and Fair Housing regulations.

3.2.1.7 Lease Enforcement. Management company will be responsible for enforcing all provisions of the lease, and taking appropriate action including but not limited to formal legal proceeding, from initiation through final disposition by the courts.

3.2.1.8 Rent Collection. Management company shall use its best efforts to collect and enforce collection when due at a minimum of 98% of all rents, and any other charges. Management company shall proceed in accordance with the policies and procedures established by the individual housing programs.

3.2.1.9 Inspection. Management company must comply with all periodic inspections required by all entities with oversight authority, and must, upon request, provide accompaniment to inspection personnel during the inspection process.

3.2.1.10 Other Revenue. Management company shall collect and record income from various other revenue streams in accordance with agreements executed by each property. Agreements that generate revenue to the properties may include: laundry facilities, rooftop leases, space

rental, etc. Revenue from such agreements shall be properly recorded and deposited in the operating accounts promptly upon receipt.

3.2.1.11 Records and Reports. In addition to any requirements or other provisions of the resulting agreement, Management company shall have the following responsibilities with respect to records and reports:

3.2.1.11.1 System of Records. Management company shall establish and maintain a system of records for all financial and property management systems.

3.2.1.11.2 Monthly Reports. Management company shall prepare a monthly report containing and including at least the following; (i) an operating statement of income and expenses; (ii) a rent roll/cash receipts; (iii) a trial balance; (iv) bank statements for all Operating and Security Deposit Accounts including reconciliations; (v) a balance sheet; (vi) and an incident report. Management company shall submit each such report to Authority on or before the tenth (10th) calendar day of each month.

3.2.1.11.3 Monthly Variance Reports. Management company shall prepare a monthly variance report that explains in detail all variances from budget for month-to-date and year-to-date variances, including accruals. Such report shall be submitted to Authority no later than the tenth (10th) calendar day of each month.

3.2.1.11.4 Personnel Records. Management company shall prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, un-employment insurance, worker's compensation insurance, disability benefits, Social Security and other similar insurance.

3.2.1.11.5 Tenant Files. Management company shall establish tenant files containing copies of leases, certification forms, notices, all written records of tenant household income and size, and other information necessary to comply with the requirements or otherwise reasonably requested by Authority through the term of the resulting agreement.

3.2.1.11.6 Tenant Service Requests. Management company shall maintain a record of all incoming tenant service requests in a form approved by Authority. Management company shall record and monitor all incoming service requests to include: (i) date of request; (ii) who requested the work to be performed; (iii) location of the problem; (iv) nature of the problem; (v) to whom work was assigned; (vi) what was done to solve the problem; (viii) time spent on repair; (viii) approximate cost of materials; (ix) completion date; and (x) determination on whether tenant is responsible for charges and bill as appropriate. Management company shall ensure that all service requests are responded to within 24 hours. Management company shall ensure all service requests are handled on a first-come, first-served basis, barring emergencies. Service requests of a serious nature shall be reported to Authority.

3.2.1.12 Auditors and Tax Preparers. Management company shall cooperate fully with all necessary activities of the auditor and paid tax preparer. Any audit required by Authority or its

partners or funding agencies shall be prepared at the budgeted expense of property by accountants acceptable to Authority, its partners and funding agencies.

3.2.1.13 Additional information. Management company shall promptly furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Authority partners or regulatory agencies with respect to the renting and financial, physical, or operational condition of property.

3.2.1.14 Property Accounts. Management company shall establish the following separate accounts as Agent for the Authority for funds of the Property: a General Operating Account, a Replacement Reserve Account, a Security Deposit Account, and an Operating Reserve Account (which may be a sub-account within the General Operating Account). Funds in these accounts shall be maintained in depositories whose deposits are insured by an agency of the federal government or other comparable federally insured program pursuant to the requirements of the Authority. The Authority and/or its representatives may be authorized signatories on the aforementioned accounts.

3.2.1.14.1 General Operating Account. Management company will establish at a banking facility approved by Authority, in a segregated bank account for the purposes of maintaining funds available for Management company's payment of supplies, equipment and services associated with maintaining and repairing the property. Management company shall utilize funds held in the General Operating Account to pay operating expenses in accordance with the approved operating budget. Management company shall make all disbursements promptly when due and payable. In the event that the balance in the General Operating Account is at any time insufficient to pay disbursements due and payable under the approved budget, Management company will promptly inform the Authority of such and Authority may, in its sole discretion, approve the use of reserve funds for the satisfaction of such obligations.

3.2.1.14.2 Security Deposit Account. Management company shall collect, deposit and disburse security Deposits from all tenants of the Property. In collecting, handling, and disbursing these funds, the Management company shall comply with state law, as amended from time to time. They shall at all times be equal to the total amount held by the Management company for the residents. If interest accrues to the Security Deposit Account, it shall be disbursed annually as required by state law. No interest shall accrue to the benefit of the Management company. Management company shall refund tenant security deposits, and all accrued interest, at the termination of tenancies under the provision of the applicable lease, any associated documents, and applicable law.

3.2.1.14.3 Replacement Reserve Account. A portion of the monthly operating income from the property shall be deposited by the Management company into the Replacement Reserve Account, as requested by and in an amount determined by Authority. Any and all payments or withdrawals from the Replacement Reserve Account shall require the express written authorization of the Authority and the signatures of both the Authority and the Management company.

3.2.1.15 Meetings. Management company shall be available for an initial job meeting with Authority at which the parties review of all facility use rules and applicable Authority policies and procedures. Unless otherwise determined by Authority, Management company and Authority staff shall have regular meetings in order to among other things review building management progress and quality of work, identify and resolve any problems, maintain a sound working relationship and mutual understanding of the agreement and formulate and maintain operating procedures for the Property.

3.2.1.116 Administration and Policy. Management company is to adhere to all applicable policies, including, but are not limited to: tenant selection criteria, house rules, eviction, management/marketing plan, lease provisions/amendments, rent collections, and maintenance.

3.2.1.17 Management Company Personnel.

3.2.1.17.1 Newark Housing Authority reserves the right to require the prompt removal of any management company personnel who displays inappropriate behavior, demeanor, attire, work ethic, or in the sole determination of the Newark Housing Authority, is otherwise unacceptable to the Newark Housing Authority. Such determination shall not be subject to dispute. Any contractor personnel required to be removed in accordance herewith shall not be assigned to work at any Newark Housing Authority, or Newark Housing Authority affiliated property without the prior written approval of the Newark Housing Authority.

3.2.1.17. Management company shall comply with all local, state, and federal laws and regulations applicable to any employees, including but not limited to those related to fair labor standards, equal employment opportunity and occupational health and safety. Management company shall provide at minimum, fair housing, asbestos, lead-based paint, and sexual harassment training to all employees upon hire and annually thereafter. Such training shall be documented in each employees' transcripts and made available upon the reasonable request of NHA or its authorized representative.

3.2.1.18 Maintenance of Property/Properties. The Management company shall maintain the property/properties in a decent, safe and sanitary condition in accordance with local code and in a condition acceptable to Authority. Management company shall be responsible for regularly assessing the condition of the property/properties and its systems; developing and implementing building operations; performing preventive maintenance; and, establishing capital plans necessary to maintain, preserve and keep the property/properties in a decent, safe and sanitary condition. All maintenance and repairs will be performed in accordance with the approved operating budget. Management company shall have no authority nor shall it have any obligation to make any structural changes in the property/properties or make any other major alteration or additions in or to any building or equipment therein, notwithstanding anything set forth in any resulting agreement, unless approved in advance in writing by Management company and Authority.

3.2.1.18.1 Service Contracts. Management company shall not enter into any contract or agreement for utilities, goods or services nor bind Authority in any contract or agreement (oral or written) without the prior written consent of

Authority. Authority and contract vendors will comply with all terms of Newark Housing Authority Procurement Policy; copy provided upon request.

3.2.1.18.2 Equipment and Appliances. Management company shall purchase on behalf of each property such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the property/properties. Management company shall obtain Authority's advance approval, given in Authority's sole discretion, of any purchases not contemplated in the approved operating budget. All such purchases and contracts shall be in the name of the property and at the expense of the property. All substitutes for the original manufacturer's equipment related to the upgrading of equipment will be Energy Star compliant, if available.

3.2.1.19 Security. The Management company shall arrange, provide and maintain 24 hour security in order to provide protection to the residents and to safeguard the property/properties. All costs for security shall come from the operating budget.

3.2.1.20 Emergency Response. Management company shall establish an after-hours emergency reporting system process. The after-hours reporting system process should be posted in the each building and made accessible to residents.

3.2.1.21 Procurement and Affirmative Action Compliance. There are specific federal guidelines for obtaining goods and services when federal funding is involved. Management companies are expected to thoroughly understand and strictly follow these guidelines. Additionally, management companies are expected to understand and strictly follow the federal guidelines in the area of affirmative action, which includes taking affirmative action to encourage participation by minority, women- and disadvantaged-owned business enterprises ("MBE/WBE/DBE") in procurement activities, and creating economic opportunities for low- and very low income individuals in accordance with HUD Section 3 as set forth by HUD in 24 C.F.R. Part 135. Monthly procurement and affirmative action reports, in NHA defined or approved formats, as well as required documentation, are required. Non-compliance in the area of affirmative action can be the basis for monetary as well as contractual sanctions. Management companies must name at least one (1) person to responsible for all procurement related affirmative action compliance.

3.2.1.22 Records Retention. Management company shall retain any documents and files received or generated in the performance of services under the agreement in accordance with all applicable guidelines, regulations, and laws.

3.2.1.23 Other Duties. Management company will perform other property management tasks for property/properties as may be mutually agreed upon.

3.2.4 PROPERTY MANAGEMENT - PROJECT BASED HOUSING CHOICE VOUCHER/SECTION 8 PROPERTY SERVICE REQUIREMENTS

3.2.4.1 Management company must demonstrate a thorough knowledge of the project based housing choice voucher/Section 8 program including but not limited to rent increases or decreases in accordance with operating cost adjustment factors ("OCAF"), and income limits

relative to occupancy standards and guidelines for monthly billing of the housing assistance payment ("HAP").

3.3 QUALIFICATIONS OF THE MANAGEMENT COMPANY

3.3.1 The management company personnel must:

- 3.3.1.1 Have a thorough knowledge of multifamily housing
- 3.3.1.2 Have a thorough knowledge of HUD administered public housing programs
- 3.3.1.3 Be familiar with HUD performance standards and benchmarks
- 3.3.1.4 Have a working knowledge of how the new Asset Management model for public housing works.
- 3.3.1.6 Must have a thorough knowledge of Building Officials Code Administrators International ("BOCA") standards relative to commercial space management.
- 3.3.1.8 Must hold Low Income Housing Tax Credit Certification, HCCP, C3P, or equivalent certification.
- 3.3.1.9 Must hold Certified Occupancy Specialist certification

3.4 CONTRACT TERM

3.4.1 It is anticipated that the term of the contract will be for three (3) years with two (2) one-year options to renew, at the sole discretion of the NHA contingent upon the continuing availability of annually appropriated funds.

3.4.2 The NHA reserves the right to cancel any resulting agreement at the end of any contract term, without penalty, upon ninety (90) days prior written notice.

3.5 PAYMENT

Payment will be made on a monthly basis, in arrears, in accordance with the agreed upon fee schedule, on terms of net thirty (30) days after receipt of a good invoice. Supporting documentation must accompany each invoice.

3.6 SUBCONTRACTING

The selected respondent shall not subcontract any of the tasks, liabilities or obligations under this contract without the written consent of the Authority, and the respondent shall not be relieved of any duty, liability, or obligation by reason of subcontracting. No contractual relation shall exist between the Authority and any sub-consultant by virtue of any subcontract.

SECTION 4.0 PROPOSAL FORMAT

The purpose of the proposal is to demonstrate the qualifications, service level, and cost for services, competency and capacity of the organizations seeking to provide professional property management services to the NHA. Lengthy narrative is discouraged; presentation should be brief and concise. Responses to this RFP should follow the outline presented below.

4.1 TRANSMITTAL LETTER/INTRODUCTION:

Transmittal Letter/Introduction which must, at a minimum, contain the following information:

4.1.1 Identification of the respondent, including name, mailing address, e-mail address and telephone number; if using sub-contractors or co-respondents, the same information must be provided for each;

4.1.2 Proposed working relationship among the respondent and proposed sub-contractors or co-respondents, if applicable;

4.1.3 Commitment to provide the services described in this RFP;

4.1.4 A statement to the effect that the response to this RFP shall remain valid for a period of not less than one hundred twenty (120) days from the due date for proposals; and

4.1.5 Name, title and signature of a person authorized to bind the respondent to the terms of the proposal.

4.2 NON-CURABLE DOCUMENTS:

4.2.1 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 respondent(s) 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.

4.2.2 Listing of sub-contractors and certification form – A signed listing of all sub-contractors to be used and completion of a certification form for each.

4.2.3 Acknowledgement of Addenda – A document provided by the contracting agent in the proposal documents for the respondent to acknowledge the issuance of any notice, clarification, revisions, or addenda to the advertisement or proposal documents.

4.3 STATEMENT OF QUALIFICATIONS, PROJECT STAFFING AND REFERENCES:

4.3.1 Summary Information. Provide summary information about respondent and respondent's qualifications including:

4.3.1.1 A description of comparable property management services provided to other clients;

4.3.1.2 Disclosure of any conditions (e.g., bankruptcy, pending litigation, etc.) that may affect the respondent's ability to perform contractually;

4.3.1.3 Description of instances within the last ten (10) years in which the respondent's services were terminated and the reasons for termination;

4.3.1.4 Description of respondent company's history of litigation during the past five (5) years. Include all instances in which the respondent has either initiated the action or has been a named defendant or named co-defendant; and

4.3.1.5 Certification that the respondent company is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

4.3.2 Provide description of respondent company's history, background, industry experience, professional affiliation(s), and industry certification(s), where applicable.

4.3.3 Description of respondent's core business, service type segments and the percentage of revenues for the most significant industry segments.

4.3.3.1 If the respondent consists of a joint venture, describe the nature of the joint venture and the roles and responsibilities of the respective venture partners; and

4.3.3.2 If the respondent is identified with a larger company, describe that relationship.

4.3.4 Discuss the growth of the respondent company's property management business over the past five (5) years.

4.3.5 Describe your understanding of NHA's objectives and requirements relative to this RFP. Demonstrate the respondent's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work.

4.3.5.1 Include a description of the schedule for tasks and deliverables; and

4.3.5.2 State any exceptions to or deviations from the requirements of this RFP.

4.3.6 Provide at least three (3) references for other comparable clients. Include company names, addresses, beginning and ending dates of contracts, and names, titles and telephone numbers of individuals that the NHA can contact as reference.

4.4 ORGANIZATION STRUCTURE/KEY PERSONNEL:

The management firm or principals of the firm shall have a minimum of five (5) years' experience in providing similar type of service. The experience of the firm working with federal, state and local government entities is critical to the selection process. Please refer to Section 3.3 of this RFP that details specific qualifications the management firm must possess.

4.4.1 Identify the key personnel from your firm that would be assigned to the NHA;

4.4.1.1 Include a brief description of their qualifications, job functions and prior work experience;

4.4.1.2 Indicate which individual will have primary responsibility for the NHA's account; and

4.4.1.3 Provide an organizational chart showing all relationships with joint ventures, if applicable, including a copy of the joint venture agreement or other partners and how such functions (e.g., property management, finance, etc.) are organized.

4.4.2 Describe your proposed staffing plan. Additionally, please indicate the percentage of management, supervisory, and executive staff with related professional designation such as CPM, RPA, PE, CEM, FMA or real estate license.

4.5 EXPERIENCE:

4.5.1 Describe respondent's relevant experience related to managing project based housing choice voucher/Section 8 properties, properties for other public housing agencies, or properties of other large subsidized housing providers.

4.5.2 Provide information to support the respondent's ability to meet NHA requirements, including but not limited to the following: recent assignments, including the number of units managed, the type of housing; description of any property management software used; and respondent's experience with building systems similar to those within the NHA's housing stock.

4.5.3 Describe any particular expertise respondent may have developing and operating resident programs or services such as social activities, health and safety programs, meal service and entertainment.

4.5.4 Describe the respondent's approach and systems to assure budgetary and financial performance. Also, please describe any management and accounting software systems the respondent utilizes.

4.5.5 Provide information that will demonstrate your experience and ability to drive down operational costs for a program you currently administer including but not limited to the following: monthly financials that include balance sheets, statement of income/expenses, budget vs. actual, statement of operating cash and investments, and statement of capital reserves. Information provided should cover at least two, preferably three fiscal periods.

4.5.6 Describe the respondent's general policies, approach and experience relating to Affirmative Action (i.e., MBE/WBE/DBE and Section 3) programs.

4.5.7 Identify any competitive differentiators NHA should consider in choosing the respondent as its management agent. Include any special services respondent can offer to the NHA.

4.5.8 For respondents that do not currently manage real estate in the Newark metropolitan area, please address how the respondent will assure proper oversight of any NHA properties and recruit personnel and vendors, and otherwise become familiar with unique operating conditions in this market.

Respondent should not include as experience previous engagements with the Newark Housing Authority or its affiliated entities.

4.6 WORK PLAN/PROJECT APPROACH:

Provide a detailed description of the process by which respondent would organize, coordinate and deliver the required services.

4.7 FINANCIAL STATEMENT:

Respondent shall submit in demonstration of its financial capability 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. The determination of financial capability shall be made by NHA and is not subject to dispute.

4.8 PRICE

RESERVED

4.9 OTHER REQUIRED SUBMISSION DOCUMENTS:

Each respondent is required to submit, in addition to those listed in items 4.1-4.8, the documents included in the *Submission Documents* package. These include:

- 4.9.1 Checklist
- 4.9.2 Evaluation Form
- 4.9.3 *Business Registration Certificate* – NJSA 52:32-44 requires that each respondent submit proof of business registration prior to contract award. Proof of registration shall be a copy of the respondent's Business Registration Certificate ("BRC"). If the proposal includes the use of named sub-contractors, the BRC for those sub-contractors must be submitted prior to contract award.
- 4.9.4 Affirmative Action Compliance Notice
- 4.9.5 Section 3 Opportunity Plan
- 4.9.6 Affidavit of Non-Collusion
- 4.9.7 Affidavit of Non-Default
- 4.9.8 Drug Free Work Place Certification
- 4.9.9 Debarment Statement – submit notarized statement, on company letterhead, that the respondent company and any or partner(s) are not debarred, suspended or otherwise prohibited from professional practice by any Federal, State or Local agency.
- 4.9.10 Liens, suits or judgments – submit notarized statement company letterhead, indicating a description of any disputes, suites, judgments and liens during the past two (2) years.
- 4.9.11 Form HUD 5369-C: Certifications and Representations of Offerors
- 4.9.12 Form HUD 2530: Previous Participation Certification
- 4.9.13 Form HUD 50071: Certification of Payments to Influence Federal Transactions
- 4.9.14 Real Estate Broker's License
- 4.9.15 NJHMFA Approved Tax Credit Certification(s)
- 4.9.16 Certified Occupancy Specialist Certification(s)
- 4.9.17 Section 3 Utilization Plan Schedule D

SECTION 5.0 GENERAL INSTRUCTIONS

Proposal submission deadline is Friday, December 28, 2012 by 3:00pm. It is the respondent's responsibility to ensure that proposals are presented to NHA at the time and at the place designated. Proposals may be hand delivered or mailed; however, NHA 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.

An original and four (4) copies, plus one (1) electronic version of the response, on a CD or flash drive, in MSWord or .pdf format, addressed to NEWARK HOUSING AUTHORITY - CONTRACTS DIVISION; bearing the name and address of the respondent written on the face of the package, and clearly marked " **RFP #12-S-046, PROPERTY MANAGEMENT SERVICES - Branch Brook Park**" .

5.1 QUESTIONS

5.1.1 All communications, questions and requests for information must be addressed in writing to **Cheryl L. Goins, cgoins@newarkha.org 973.273.6426, or Shari Hamilton, Director of Procurement and Contracts, Shari Hamilton, shamilton@newarkha.org, 500 Broad Street, 5th Floor, Newark, NJ 07102. The deadline for receipt of questions pertaining to this proposal is Tuesday, December 11, 2012 at 10:00am.**

5.1.2 The Director of Procurement and Contracts will respond to all such inquiries in writing by issuance of an addendum to all prospective respondents (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—"substantive" meaning, when decisions pertaining to the RFP are made—between the NHA and a prospective respondent when other prospective respondents are not present) conversations that may give one prospective respondent an advantage over other prospective respondents.

5.2 INTERPRETATION AND ADDENDA

The respondent should rely only on representations, statements or explanations, contained in this RFP, any documents that the Authority has provided the respondent, 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

5.3.1 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.

5.3.2 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.

SECTION 6.0 EVALUATION AND SELECTION CRITERIA

All proposals will be evaluated in accordance with the following evaluation criteria as set below.

SELECTION CRITERIA	SCORE
Demonstrated experience and past performance managing project based housing choice voucher/Section 8 properties; references.	40
Qualifications, staffing proposal, experience of key personnel.	30
Proposed work plan and approach.	20
Affirmation Action.	10

OVERALL SCORE	100
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The NHA will make an award to the responsible respondent whose offer conforms to the solicitation and is most advantageous to the NHA (i.e., that which represents the overall 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 Respondent 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 Commercial Automobile Liability insurance policies.

7.1.1 Worker's Compensation and Employer's Liability Insurance according to the laws of the state in which the management company's services are to be performed.

7.1.2 Professional Liability Insurance covering claims made at any time prior, during, or subsequent to completion of the respondent's services with a limit of not less than \$1,000,000.

7.1.3 Comprehensive General Liability Insurance (bodily injury and property damage coverage) covering claims made at any time prior, during, or subsequent to completion of the respondent's services with a limit of not less than \$2,000,000.

7.1.4 Comprehensive Automobile and Vehicle Liability Insurance covering all owned, non-owned or hired vehicles covering claims for injury to members of the public and damage to the property of others arising from the use of motor vehicles, with bodily injury limits of \$1,000,000, and property damage of \$1,000,000.

7.1.5 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 respondent shall require each of the sub-respondents to furnish them 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-respondent's activities. Certificates of insurance are to be forwarded to the Authority upon receipt.

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

Respondents contracted with the NHA to perform property management services shall comply with the NHA's Affirmative Action policy and requirements in any contract with the NHA, and shall require any contractors it procures to comply. The respondent will monitor performance and report compliance to the NHA's Department of Procurement and Contracts. As a requirement, the NHA shall further require the respondent to submit detailed monthly reports

that would evidence compliance with its contractors procured in a format mutually agreed upon by the respondent and the NHA.

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 Respondent's commitment to Affirmative Action 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 Respondent 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 Respondent'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 Respondent 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 Respondent will not subcontract with any sub-consultant where the Respondent has notice or knowledge that the sub-consultant has been found in violation of the regulations in 24 CFR Part 135.

- E. The Respondent will certify that any vacant employment positions, including training positions, that are filled (1) after the Respondent 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 Respondent'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 Respondent'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. Respondents 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

Respondents 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 bidders. It is a serious crime for the bidder 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 a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

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

7.5 TERMINATION OF CONTRACT

7.5.1 If, through any cause, the Respondent shall fail to fulfill in a timely and proper manner obligations under the contract or if the Respondent 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 Respondent 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.

7.5.2 Notwithstanding the above, the Respondent 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 Respondent and the NHA may withhold any payments to the Respondent for the purpose of compensation until such time as the exact amount of the damage due the NHA from the Respondent is determined.

7.5.3 The Respondent agrees to indemnify and hold the owner harmless from any liability to sub-respondents/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the NHA under this provision.

7.5.4 In case of default by the Respondent, the NHA may procure the goods or services from other sources and hold the Respondent responsible for any excess cost.

7.5.5 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.

7.5.6 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the Respondent 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 Respondent 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 Respondent.

7.6 PAY TO PLAY

7.6.1 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.

7.6.2 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.

7.7 PROMPT PAYMENT ACT N.J.S.A. 2A:30A-1 et seq.

The award of this contract is subject to approval of the Newark Housing Authority Board of Commissioners and the continuing availability of funds after approval. This also includes any payment as a result of litigation of any dispute flowing from the award of this contract. Further, any change orders amounting to more than 20% must be approved by action of the Board of Commissioners.



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

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

REQUEST FOR PROPOSALS

RFP #12-S-046

PART II of III

STANDARD DOCUMENTS

CONTRACTS DIVISION

SUBMISSION DATE
DECEMBER 28, 2012
BY 3:00PM

NEWARK HOUSING AUTHORITY

#12-S-046

PART II

STANDARD DOCUMENTS

INDEX

Section	Description	Page
1.0	SAMPLE CONTRACT (INTENTIONALLY OMITTED)	
2.0	INSTRUCTIONS TO OFFERORS (FORM HUD 5369-B)	
3.0	GENERAL CONDITIONS FOR NON-CONSTRUCTION (FORM HUD 5370-C)	
4.0	ADMINISTRATIVE REQUIREMENTS 24 C.F.R. 86.36	
5.0	SECTION 3 UTILIZATION PLAN	

PART II

SECTION 1

SAMPLE CONTRACT

(INTENTIONALLY OMITTED)

PART II

SECTION 2

INSTRUCTIONS TO OFFERORS (FORM HUD 5369-B)

**This form must be downloaded for
review at**

**[http://www.hud.gov/offices/adm/hudclips
/forms/files/5369-b.pdf](http://www.hud.gov/offices/adm/hudclips/forms/files/5369-b.pdf)**

PART II

SECTION 3

GENERAL CONDITIONS FOR NON-CONSTRUCTION (FORM HUD 5370-C1)

**This form must be downloaded for
review at**

**[http://www.hud.gov/offices/adm/hudclips
/forms/files/5370-C1.pdf](http://www.hud.gov/offices/adm/hudclips/forms/files/5370-C1.pdf)**

PART II

SECTION 4

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

24 C.F.R. 85.36

**This document must be downloaded for
review at**

**[http://portal.hud.gov/hudportal/HUD?src
=/program_offices/cpo/grantees/cfr8536](http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536)**



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

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)_____%, (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 Setter –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	\$40,000
\$1,000,000	to	\$1,999,999	3%	+	\$10,000	\$40,000	\$60,000
\$2,000,000	to	\$2,999,999	3%	+	\$10,000	\$60,000	\$90,000
\$3,000,000	to	\$3,999,999	3%	+	\$10,000	\$90,000	\$130,000
\$4,000,000	to	\$4,999,999	3%	+	\$10,000	\$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.



Executive Director
KEITH D. KINARD

Chairperson
MODIA BUTLER

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

REQUEST FOR PROPOSALS

#12-S-046

PROPERTY MANAGEMENT SERVICES – BRANCH BROOK PARK

PART 3 OF 3

SUBMISSION DOCUMENTS

CONTRACTS DIVISION

SUBMISSION DATE
DECEMBER 28, 2012
BY 3:00PM

PROPERTY MANAGEMENT SERVICES

CHECKLIST

(CHECK OFF EACH ITEM)

MANDATORY SUBMITTAL REQUIREMENTS	YES	NO
CHECKLIST (COMPLETED)		
1. TRANSMITTAL LETTER/INTRODUCTION (4.1.1 THRU 4.1.5)		
2. NON-CURABLE ITEMS (4.2)		
• Stockholder Disclosure Certification (<i>provided within</i>) (4.2.1)		
• Listing of Sub-contractors and Certification Form (<i>provided within</i>) (4.2.2)		
• Acknowledgement of Addenda (<i>provided within</i>) (4.2.3)		
3. STATEMENT OF QUALIFICATIONS, PROJECT STAFFING AND REFERENCES (4.3.1, 4.3.1.1 THRU 4.3.1.5, 4.3.4, 4.3.5, 4.3.6)		
4. ORGANIZATIONAL STRUCTURE/KEY PERSONNEL (4.4.1 THRU 4.4.2)		
5. EXPERIENCE (4.5.1 THRU 4.5.8)		
6. WORK PLAN/APPROACH (4.6)		
7. FINANCIAL STATEMENTS (4.7)		
8. OTHER REQUIRED SUBMISSION DOCUMENTS (4.9.2 THRU 4.9.16)		
• Evaluation form (<i>provided within</i>) (4.9.2)		
• Business Registration Certificate (4.9.3)		
• Affirmative Action Documents (<i>provided within</i>) (4.9.4)		
• Section 3 Opportunity Plan Schedule D (4.9.5)		
• Affidavit of Non-Collusion (<i>provided within</i>) (4.9.6)		
• Affidavit of Non-Default (<i>provided within</i>) (4.9.7)		
• Drug Free Work Place Certification (<i>provided within</i>) (4.9.8)		
• Debarment Statement (4.9.9)		
• Liens, Suits and Judgments (4.9.10)		
• Form HUD 5369-C (<i>provided within</i>) (4.9.11)		
• Form HUD 2530 Previous Participation Certification (<i>provided within</i>) (4.9.12)		
• Real Estate Broker's License (4.9.13)		
• NJHMFA Approved Tax Credit Certification(s) (4.9.14)		
• Certified Occupancy Specialist Certification(s) (4.9.15)		
• Form HUD-50071 Certification of Payments to Influence Federal Transactions (<i>provided within</i>) (4.9.16)		

EVALUATION FORM

Description of Work: **12-S-046, PROPERTY MANAGEMENT SERVICES
BRANCH BROOK PARK**

FIRM NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FACSIMILE #: _____

FEDERAL EMPLOYEE
IDENTIFICATION NUMBER: _____

CONTACT PERSON: _____

All proposals will be evaluated in accordance with the following evaluation criteria as set below.

SELECTION CRITERIA	SCORE
Demonstrated experience and past performance in managing its Branch Brook Park Facility, a project based housing choice voucher/Section 8 ; references.	40
Qualifications, staffing proposal, experience of key personnel.	30
Proposed work plan and approach.	20
Affirmation Action.	10
OVERALL SCORE	100

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

Sworn to and subscribed before me this
day

of _____, 2012

(Affiant)

Notary Public

(Print name & title of affiant)

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with RFP 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: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Sworn to and subscribed before me this
day

of _____,2012

(Affiant)

Notary Public

(Print name & title of affiant)

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

SUB-RESPONDENT LISTING

Please list the names of all sub-respondents to be used in the provision of services. (Add additional sheets where necessary). The attached sub-respondent certification form must be completed for each firm listed.

All sub-respondents 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-respondents shall also be provided with the proposal submission. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub-respondent within the past two (2) years.

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

_____ **The Respondent firm will not be using any sub-respondents.**

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 _____, 2012

Notary Public

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

SUB-RESPONDENT CERTIFICATION FORM

All subs 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-respondent shall also be provided with the proposal submission. Specifically, the respondent shall include a listing of all relevant jobs performed by the sub 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-respondent been engaged in this particular field? ____ years.

Sub-respondent
Firm Name

Address

Contact Person

Telephone #

Facsimile #

Trade

State License #

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

Name of Sub-Respondent Firm

Signature

Name Printed

Title

Sworn to and subscribed before me this ____ day of _____, 2012

Notary Public

Provide a list of relevant contracts (identify company or firm name) completed by sub-respondents 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/CLARIFICATIONS

The undersigned hereby acknowledges issuance and receipt of the following addenda and/or clarifications:

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

☐ **No addenda/clarifications were 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 _____, 2012

Notary Public

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

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, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

John S. Tully
Act. Director

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

PROGRAM/FEE SELECTION MATRIX

#12-S-046

PROPERTY MANAGEMENT SERVICES

Respondent should indicate the type of property/properties for which it would like to provide property management services to Branch Brook Park Facility. Respondent should indicate its preferred fee basis from those contained in the matrix below. In the event that a preferred fee basis is not indicated in the matrix, respondent may list a write-in fee basis on the blank rows provided at the bottom of the matrix, along with a brief explanation below as to how it would operate in the given program environment.

Newark Housing Authority will initiate good faith discussions/negotiations with the highest ranked respondent(s) for the purpose of reaching agreement on terms and conditions that will govern a multi-year contract for the required services. Terms and conditions will include compensation arrangements for one or more properties and one or more housing program types. Newark Housing Authority reserves the right to add properties to the property management agreement at any time during the term of the agreement.

	Project-Based Housing Choice Voucher/Section 8 Program
% Gross Rents Collected	
Flat Monthly Fee Subject to OCAF	
Fixed Fee Per Unit	

BUSINESS NAME	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

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

Company Representative Name Printed: _____

Signature: _____

Date: _____

P3-11

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: _____

P3-12

**Section 3 Utilization Plan
SCHEDULE D**

NAME OF PRIME CONTRACTOR:

TITLE OF IFB/RFP: _____

IFB/RFP#: _____

CONTRACT #: _____

**THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION AND NON-CONSTRUCTION
BID/PROPOSAL 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 _____

ENTERPRISE PARTICIPATION

AFFIDAVIT OF NON-COLLUSION

STATE OF _____:

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

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this _____ day of _____, 2012

Notary Public

AFFIDAVIT OF NON-DEFAULT

STATE OF _____ :
COUNTY OF _____ : SS

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 _____, 2012.

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

SIGNATURE

DATE

TITLE

Sworn to and subscribed before me this _____ day of _____, 2012

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

**This form must be downloaded for
review, completed, and submitted with
your proposal response.**

**[http://www.hud.gov/offices/adm/hudclips
/forms/files/2530.pdf](http://www.hud.gov/offices/adm/hudclips/forms/files/2530.pdf)**

**CERTIFICATIONS AND
REPRESENTATIONS OF OFFERORS
(NON-CONSTRUCTION CONTRACT)
Form HUD 5369-C**

**This form must be downloaded for
review, completed and submitted with
your proposal response.**

**[http://www.nchh.org/Portals/0/Exhibit_7_
Form_5369-C.pdf](http://www.nchh.org/Portals/0/Exhibit_7_Form_5369-C.pdf)**

**CERTIFICATION OF PAYMENTS
TO INFLUENCE FEDERAL
TRANSACTIONS
Form HUD 50071**

**This form must be downloaded for
review, completed and submitted with
your proposal response.**

***[www.hud.gov/offices/adm/hudclips/forms/
files/50071.pdf](http://www.hud.gov/offices/adm/hudclips/forms/files/50071.pdf)***