

SUMMIT HOUSING AUTHORITY, 512 SPRINGFIELD AVENUE, SUMMIT, NJ 07901

NOTICE - REQUEST FOR PROPOSALS

RENTAL ASSISTANCE DEMONSTRATION (RAD) CONSULTANT

The Housing Authority of the City of Summit (“SHA”) is soliciting proposals for a Rental Assistance Demonstration (RAD) Consultant for conversion assistance of its residential properties within its jurisdiction. The Housing Authority has been issued a Commitment to Enter a Housing Assistance Payments (CHAP) for its senior development, Vito A. Gallo Building at 512 Springfield Avenue (125 units), and its family sites located at Glenwood Place (40 units) and 2 Weaver Street (30 units), totaling 195 units.

Pursuant to the CHAP award, the SHA completed a non-tax credit conversion from public housing to project-based vouchers in 2017. The Housing Authority is interested in exploring a second comprehensive RAD opportunity to address the needs of the portfolio. Firms with a demonstrated track record in successfully performing Rental Assistance Demonstration Consulting services in accordance with the U.S. Department of Housing & Urban Development program protocol are encouraged to submit a proposal. The contract term will be one-year with an option to extend, at the Authority’s election, for up to two additional one-year terms.

Interested and qualified vendors are invited to obtain a copy of the solicitation by submitting an email request to Procurement@summitnjha.org or download the solicitation at www.summitnjha.org.

One (1) electronic version (PDF file format with signature pages) of the firm’s response to solicitation must be received no later than **11:30 AM on Tuesday, March 8, 2022**, and shall be submitted via email to Procurement@summitnjha.org. All responses shall be clearly titled **“RAD Consultant RFP”**.

During the period between the issuance of this solicitation and the proposed due date, no oral interpretation of the requirements will be given. Requests for interpretation (and other questions) must be made in writing by **Thursday, March 3, 2022 by 5:00 PM** to Procurement@summitnjha.org with the Subject heading “RAD Consultant RFP Questions”.

Following advertisement, the Housing Authority may wish to amend the contents of this solicitation. In such situations, the Housing Authority will issue an addendum to the solicitation setting forth the nature of the modification. All addenda will be posted on the Housing Authority’s website at www.summitnjha.org and distributed to the prospective respondents, if known, via electronic mail.

The Housing Authority reserves the right to reject any or all proposals for cause and to waive any informality in the submission process if it is in the public interest to do so. No qualification shall be withdrawn for a period of sixty (60) days subsequent to the due date of the qualifications, without the consent of the Housing Authority.

Bidders are required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27 (PL 1975 c 127 Affirmative Action). This solicitation is subject to the requirements of NJSA 40A:11-1 et seq., 2 CFR 200 et seq., and 24 CFR 85.36.

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

HOUSING AUTHORITY OF THE CITY OF SUMMIT

REQUEST FOR PROPOSALS

RENTAL ASSISTANCE DEMONSTRATION (RAD) CONSULTANT

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 *et. seq.*

PROPOSALS MUST BE SUBMITTED BY

Tuesday, March 8, 2022 @ 11:30 AM

TO

Procurement@summitnja.org

512 Springfield Avenue
Summit, NJ 07901

SECTION 1.0 OVERVIEW.

The Housing Authority of the City of Summit (hereinafter “Housing Authority” or “SHA”) is a public corporate body created under the laws of the State of New Jersey. Its mission is to provide decent, safe, and sanitary housing for low-income families and senior citizens. The SHA is substantially funded by the U.S. Department of Housing and Urban Development (“HUD”) for the operation of its Project Based Voucher Program.

The Summit Housing Authority (SHA) is requesting proposals from qualified and experienced firms who have a demonstrated track record in successfully performing Rental Assistance Demonstration Consulting services in accordance with the U.S. Department of Housing & Urban Development program protocol. It is anticipated that the term of the contract will be for a one-year contract term with a not-to-exceed amount with an option to extend, at the Authority’s election, for two one-year extensions.

Proposals should demonstrate detailed plans for the provision of required services in a manner that will result in the successful and timely completion of the services. In addition, proposals should demonstrate capacity and readiness to perform the required services immediately upon execution of the contract with the Housing Authority. Finally, proposals should include evidence of qualifications and previous experience relative to the provision of such services. All proposals submitted in response to this request must conform to all of the requirements and specifications outlined within this document in its entirety, including all attachments and addenda.

IMPORTANT DATES & TIMES

- 1. Solicitation/Proposal Questions Due – Thursday, March 3, 2022 by 5:00 PM**
- 2. Proposal Due - Tuesday, March 8, 2022 @ 11:30 AM**

SECTION 2.0 SCOPE OF SERVICES.

The Housing Authority is seeking proposals from consultants to provide services to assist in developing a plan to comprehensively address the portfolio’s issues through a second Rental Assistance Demonstration (RAD) program. The Housing Authority’s goal is to engage a qualified RAD Consultant with the necessary knowledge and experience to provide the following services (including, but not limited to):

1. Offer technical expertise, general recommendations and develop a clear plan to inform SHA in their efforts to finalize the structuring of a second RAD conversion;
2. Serve as a liaison between SHA and its future RAD Developer;
3. Assist in the facilitation with the Authority’s review of Section 18 demolition and disposition authority, Section 22 Streamlined Voluntary Conversion and other variations or combinations of HUD’s repositioning tools;
4. Monitor, oversee and submit the required items (i.e. environmental report, proforma, HUD form documents, etc.);
5. Meet the HUD-required dates and milestones, including the Financing Plan which will be used in the HUD RAD approval process;
6. Participate in communications with the SHA and HUD RAD staff to help the project move through the RAD Financing Plan and RAD Conversion Commitment (RCC) issuance processes;
7. Facilitate the RAD closing process, serving as a liaison between HUD, the SHA and the Developer;

8. Help to resolve any outstanding issues for the RAD attorneys to guide the SHA through the review and execution of the RCC and other RAD-related documents required by HUD for the project;
9. Prepare reports, letters, presentations and updates for SHA and its Board, when necessary;
10. Conduct research and reviews related to RAD projects when necessary.

SECTION 3.0 QUALIFICATIONS.

In order to be considered qualified to perform the services identified under the Scope of Work, the respondent must have the following qualifications:

1. Minimum five years' experience working with comparable sized housing authorities.
2. Minimum five years' experience working with federal, state, or other local programs that are administered by other government agencies, or non-profit organizations.
3. Minimum three years' experience working with HUD RAD program and conversions to include those with limited or no rehabilitation debt.
4. Willingness to work as a team and develop and train Authority staff as to the RAD process, areas of concern, areas of opportunity and managing general responsibilities.
5. A broad and practical knowledge of HUD rules, regulations, requirements, law and related procedures; knowledge of various housing programs of HUD with particular emphasis on the Public and Indian Housing Programs; experience in implementing the same.
6. Skills, capabilities, capacity and work experience of a demonstrated level that would assure completion of the scope of work in a timely and satisfactory manner.
7. Business Registration - Must be registered to do business in the State of New Jersey.

SECTION 4.0 CONTRACT REQUIREMENTS - All contract resulting from this solicitation shall be subject to the availability and appropriation of sufficient funds annually.

4.0.1 Indemnification - Any contract entered into pursuant to this solicitation must contain the following provision: The Contractor shall indemnify and hold harmless the Housing Authority of the City of Summit and its Board, Commissioners, officers, employees and agents from and against any and all claims, suits, actions, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of the Contractor's performance of services under this Agreement.

4.0.2 HUD General Conditions for Non-Construction Contracts – Public Housing Program HUD Form 5370C https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a.

4.0.3 PROMPT PAYMENT ACT N.J.S.A. 2A:30A-1 et seq. - The award of this solicitation is subject to approval of the 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.

4.0.4 Insurance - Vendor must possess and maintain the following insurance coverages:

1. Worker's Compensation Insurance – all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;
2. Automobile Liability Insurance – must cover all owned, non-owned, and hired vehicles used in connection with the services, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage;

3. Comprehensive General Liability Insurance – must be in an amount not less than \$1,000,000 per occurrence or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify the Housing Authority’s property as being covered by the Policy;
4. Professional Liability Insurance – must include but not be limited to errors and omissions and must be in an amount not less than \$1,000,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

SECTION 5.0 PROPOSAL SUBMISSION.

5.0.1 PRE-SUBMISSION MEETING – Not Applicable.

5.0.2 PROPOSAL QUESTIONS - Any questions regarding this solicitation must be submitted to the Housing Authority by **Thursday, March 3, 2022 by 5:00 PM.** Questions should be submitted by email to Procurement@summitnjha.org.

5.0.3 SUBMISSION - All interested firms should submit a written proposal by **Tuesday, March 8, 2022, by 11:30 AM,** outlining the following information:

- 5.0.3.1.** Vendor’s complete name, address, telephone and fax numbers, email address, including the name of the Vendor’s proposed primary provider(s) of services, name, phone and email of primary contact person responsible for the proposal submission.
- 5.0.3.2.** Detailed description of Vendor’s qualifications as they relate to Scope of Services outlined in this solicitation. The Vendor should include information relating to its organization, personnel, experience, evidencing the business’ qualifications, and capabilities to perform the Scope of Services.
- 5.0.3.3.** Detailed description of Vendor’s specialized knowledge or expertise in the Scope of Services. The Vendor should provide a listing of contracts of similar scope that it has successfully completed, as evidence of the Vendor’s ability to successfully complete services similar to those required by this solicitation. A brief description of all such contracts should be included and should show how such contracts relate to the ability of the Vendor to complete the services. Vendor must provide a detailed description of services to be provided by each **Subcontractor** proposed to be utilized for this contract. Document subcontractor(s) experience of successfully performed work on contracts of similar areas of work noted in this solicitation.
- 5.0.3.4. Fee/Cost Proposal** – Provide a Fee/Cost Schedule, **Attachment 1**, for the Scope of Services noted in this solicitation including a breakdown of services, hourly rate of personnel assigned to contract, monthly cost, and annual contract cost.
- 5.0.3.5. Equal Employment Opportunity, Affirmative Action (EEO/AA)** – The goal of the Affirmative Action Program is thirty (30%) percent of the dollar value of total contract awards and purchases during the fiscal year. Contractor must demonstrate its commitment, compliance and utilization, as it relates to EEO/AA and Minority/Women/Disadvantaged-Owned Business Enterprises (i.e. Affirmative Action Program, hiring practices, minorities in upper management positions and/or minority ownership).
- 5.0.3.6. HUD Section 3 Business Concern/ Employment/Training** - To the greatest extent feasible, Contractor to provide opportunities for training and/or employment for lower

income residents of the project area, and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project, as set forth in 24 CFR 135.

- 5.0.3.7. References** - Minimum of three (3) references (name and telephone number) relevant to the performance of services similar to those required herein.
- 5.0.3.8.** A Certificate of Insurance demonstrating adequate insurance coverages are in effect.
- 5.0.3.9.** Copies of state licenses/registrations to provide general construction and/or related services.
- 5.0.3.10.** All proposals must also include the following documents:
 - (1) Representations, Certifications and Other Statements of Bidders
 - (2) Statement of Corporate Ownership
 - (3) Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - (4) Affidavit of Non-Collusion
 - (5) Affirmative Action Compliance

The Housing Authority reserves the right to declare any proposal unresponsive which does not include the above required documentation or which is deemed incomplete in any way. Any such proposal may be subject to rejection at the sole discretion of the Housing Authority.

Section 6. PROPOSAL EVALUATION.

Proposals will be ranked using the below criteria based upon the information presented in the proposals, the Housing Authority’s knowledge from prior engagements, if applicable, independent background checks, or other factual information available to the Housing Authority.

EVALUATION CRITERIA	Total Points
PHA Experience/Qualifications. Respondent’s experience, past performance and qualifications providing the requisite services to Public Housing Authorities.	30
Familiarity with Regulations. Respondent’s familiarity with Federal, State and Local regulations, including HUD regulations, as they relate to the Scope of Services identified herein.	20
Capacity. Respondent’s capacity to provide the requisite services within the time limits described herein.	20
Fee. The reasonableness of Respondent’s fee proposal.	20
Equal Employment Opportunity/Affirmative Action/Section 3. Respondent’s efforts, to the extent feasible, of compliance/utilization as it relates to EEO/AA and HUD Section 3. Sections 5.0.3.5, 5.0.3.6.	10
Total Points Possible	100

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

The contractor and the Housing Authority of the City of Summit, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §11911 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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. 17:27-1 et seq.

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 and 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 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 AA 302 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. 17:27.1 et seq. 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. 17:27-1, et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STATEMENT OF CORPORATE OWNERSHIP

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership Limited Liability Corporation Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

% of Ownership: _____

% of Ownership: _____

Name: _____

Name: _____

Subscribed and sworn before me this ____ day of _____, 2022

(Affiant)

(Notary Public)

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

My Commission expires:

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or _____
(Company Name)
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Applicant: _____ Date: _____

Printed Name/Title: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

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

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

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

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

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

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____
(Seal)

VENDOR'S ACKNOWLEDGEMENT OF ADDENDA

The respondent hereby acknowledges receipt of the following Addenda to Summit Housing Authority's solicitation:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Signature of Respondent's Agent

PROPOSAL DOCUMENT CHECKLIST

Rental Assistance Demonstration Consultant RFP

Submission Requirement
 via Procurement@summitnjha.org

Required **Initial each required entry and if required submit the item**

Support for Evaluation Criteria	X	
Fee/Cost Schedule – Attachment 1	X	
Financial Capacity Documentation (Certified Financial Statements, Business Line of Credit, Link to Online Annual Report)	N/A	
References (3)	X	
Vendor’s Acknowledgement of Addenda	X	
Valid Business License(s) for Related Services	N/A	
Valid State of N.J. Business Registration Certificate	X	
Certificate of Insurance	X	
Affirmative Action Compliance	X	
Statement of Corporate Ownership	X	
Representations and Certifications of Bidders (Offerors)	X	
Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion	X	
Non-Collusion Affidavit	X	

PRICE / FEE SCHEDULE

RAD CONSULTANT RFP

Year 1 Annual Cost = \$ _____

Option Year 2 Annual Cost = \$ _____

Option Year 3 Annual Cost = \$ _____

Total Contract Cost = \$ _____

Service	Hourly Rate	Monthly Cost

**Bu
sin
ess
Na**

me _____
(Please Print)

Contact Name/Title _____
(Please Print)

Signature _____

HOUSING AUTHORITY OF THE CITY OF SUMMIT AGREEMENT

THIS AGREEMENT made on _____, by and between _____, having its principal place of business at _____ (hereinafter called the “Contractor”) and the **HOUSING AUTHORITY OF THE CITY OF SUMMIT**, with an office at **512 Springfield Avenue, Summit, NJ 07901** (hereinafter called the “HOUSING AUTHORITY”).

WHEREAS, the Housing Authority and the Contractor desire to enter into this Agreement;

WHEREAS, the Housing Authority and the Contractor shall comply with all statutes, rules, regulations, and orders of the U.S. Department of Housing & Urban Development (HUD), the State of New Jersey and the Town of Morristown applicable to these services, which are deemed incorporated herein by reference;

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

ARTICLE 1. CONTRACTOR’S SCOPE OF SERVICES

SECTION 1.01 Throughout the term of this Agreement, the Contractor shall provide the following services: _____. The Contractor shall render full and prompt cooperation with the Housing Authority in all aspects of the Services performed hereunder.

SECTION 1.02 The Contractor shall furnish all of the Services that are necessary for the completion of this Agreement. All Services shall be accomplished at the direction of and to the satisfaction of the Housing Authority.

SECTION 1.03 The extent and character of the Services to be performed by the Contractor shall be subject to the general control and approval of the Executive Director or his authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone else.

ARTICLE 2. CONTRACT TERM

This Agreement shall be effective on the date first listed above for _____, at the discretion of the Housing Authority and approval of the Board of Commissioner, where applicable, and subject to availability of annually appropriated funding for the contract. The Housing Authority reserves the right to cancel any awarded contract at the end of the contract term with no penalty for cancellation.

ARTICLE 3. COMPENSATION

SECTION 3.01 The Contractor’s compensation for the Services provided shall be in accordance with the fees and charges on **Attachment 1 Price/Fee Schedule**. The Contractor shall submit regular invoices indicating: (1) the services performed; and (2) the total amount billed for compensation due under this Agreement.

SECTION 3.02 Payment will be paid on terms of net thirty (30) days after receipt of an approved itemized invoice complete with appropriate supporting documentation by the Housing Authority unless any items thereon are questioned, in which event payment will be withheld pending verification

of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

SECTION 3.03 This Agreement shall be subject to the availability and appropriation of sufficient funds annually.

ARTICLE 4. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Owner: Housing Authority of the City of Summit, Administrative Office, 512 Springfield Avenue, Summit, New Jersey 07901. Attention: Keith Kinard, Executive Director.

Contractor Business Name : _____

Street Address _____

City, State, Zip Code _____

Attention: _____

Any party may at any time designate a different address and/or contact person by giving written notice as provided above to all other parties.

ARTICLE 5. INDEMNIFICATION AND INSURANCE

SECTION 5.01 The Contractor shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Contractor's performance under this Agreement.

SECTION 5.02 The Contractor shall obtain and maintain throughout the term of this Agreement Comprehensive General Liability Insurance, Professional Liability Insurance, and other insurances as are required by the Housing Authority in the minimum amounts as set forth below. The Contractor shall provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured (where applicable). The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

SECTION 5.03 Prior to the commencement of Services, the Contractor shall furnish the Housing Authority with Certificate(s) of Insurance showing the following insurances are in force and will insure all operations under the Agreement:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;
- (b) Automobile Liability Insurance: must cover all vehicles used in connection with the Agreement in an amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.

- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specially identify the Housing Authority's property as being covered by the Policy;
- (d) Professional Liability Insurance/Errors and Omissions Insurance: must be in an amount not less than \$1,000,000.00 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

ARTICLE 6. MANNER OF PERFORMANCE

SECTION 6.01 The Contractor shall provide and perform the Services described herein in a competent and professional manner, in accordance with the terms and conditions of this Agreement. The Housing Authority shall be entitled to a satisfactory performance of all Services and to full and prompt cooperation by the Contractor in all aspects of the Services.

SECTION 6.02 The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Housing Authority, should the Housing Authority make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirement for such a position.

SECTION 6.03 Removal and replacement of any of Contractor's personnel as used in this Article shall not require the termination and/or demotion of such personnel.

SECTION 6.04 The Contractor represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner. The Contractor shall, upon demand, provide the Housing Authority with a copy of the professional licenses of all staff providing services to the Housing Authority.

SECTION 6.05 The Contractor shall at all times cooperate with the Housing Authority and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

SECTION 6.06 In the performance of this Agreement, the Contractor shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

ARTICLE 7. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Contractor's relationship and the relationship of its employees to the Housing Authority shall be that of an independent contractor and not as employees and agents of the Housing Authority.

The Contractor does not have the power or authority to bind the Housing Authority in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 8. CONSENT OF HOUSING AUTHORITY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 9. SUBCONTRACTOR

The Contractor shall be solely responsible for the performance of this Agreement and the use of a Subcontractor shall not be permitted. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement and shall constitute an event of default by the Contractor as further detailed in Article 14.

ARTICLE 9. SEVERABILITY

If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 10. TERMINATION FOR CONVENIENCE

SECTION 10.01 The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority’s convenience (hereinafter referred to as a “Termination for Convenience”), by delivering to the Contractor written notice ten (10) business days prior to any effective termination date (“Notice of Termination”). The Notice of Termination shall specify that: 1) the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Contractor for its services rendered and costs incurred through to the date of termination.

SECTION 10.02 Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Contractor shall, regardless of any delay in determining or adjusting amounts due under this clause:

- Stop work as specified in the Notice of Termination;
- Continue the provision of the Services not terminated;
- Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement;
- Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- As directed by the Housing Authority, transfer title and deliver to the Housing Authority all documentation produced or acquired for the terminated Services.

ARTICLE 11. TERMINATION BY DEFAULT

This Agreement may be terminated if there has been a material default in the performance or observance of any term or condition of this Agreement by the Contractor.

SECTION 11.01 EVENTS OF DEFAULT. The Contractor's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to satisfactorily perform any or all of the Scope of Services;
- 2) Discontinuance of the Services by the Contractor without authorization or justification;
- 3) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
- 4) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by HUD pursuant to 24 CFR Part 24; and
- 5) Any change in ownership or control of Contractor without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

SECTION 11.02 If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall the Contractor be relieved of any of its responsibilities, duties or obligations under this Agreement.

The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 12. CONFIDENTIALITY

SECTION 12.01 All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used by the Contractor or its employees, or Subcontractors for any purpose other than for the benefit of the Housing Authority, unless required by law.

SECTION 12.02 The Contractor shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

ARTICLE 13. ACCESS TO RECORDS

The Contractor agrees to make available to the Housing Authority and its representatives, upon demand, all documents and records relating to the performance of this Agreement in Contractor's possession, custody, or control for inspection and copying. All records relating to the performance of

this Agreement must be retained for a period of three (3) years following completion of services and final payment by the Housing Authority.

ARTICLE 14. DEBARMENT

By execution of this Agreement, the Contractor certifies that it is not currently debarred by HUD or any other Federal or State entity.

ARTICLE 15. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such affirmative action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 16. PREVAILING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement or the Services provided by the Contractor hereunder must be brought in the Superior Court of New Jersey, Morris County.

ARTICLE 17. CHANGES & MODIFICATIONS

This Agreement may not be modified except in writing executed by each of the parties hereto.

ARTICLE 18. INTEREST OF CONTRACTOR, THEIR OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS

The Contractor represents that the Contractor does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 19. LOBBYING CERTIFICATIONS

The Contractor certifies, to the best of its knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Contractor will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE 20. MISCELLANEOUS PROVISIONS

SECTION 20.01 DELAYS. Information required by the Contractor must be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Contractor or exchange information by telephone or letter. The Contractor is not responsible for delays in performance caused by (i) the Housing Authority’s failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, including but not limited to HUD, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

SECTION 20.02 POLITICAL ACTIVITY PROHIBITED. None of the Services to be provided by the Contractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 20.03 PUBLICATION, REPRODUCTION, AND USE OF MATERIAL. All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other customized materials prepared under this Agreement.

SECTION 20.04 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

SECTION 20.05 AGREEMENT DOCUMENTS. For the purposes hereof, the Agreement shall consist of this Agreement, the Request for Proposals, the Contractor’s Proposal, General Conditions of the Contract for Non-Construction HUD 5370-C, related Exhibits and Attachments, which together constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

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

**Housing Authority of the
City of Summit**

(Contractor)

**Keith Kinard
Executive Director**

(name) (title)