

**HOUSING AUTHORITY OF THE CITY OF SUMMIT**

**REQUEST FOR QUALIFICATIONS**

**GENERAL CONSTRUCTION CONTRACTOR**

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

**PROPOSALS MUST BE SUBMITTED BY**

**Thursday, October 13, 2022 - 3:00 PM**

Date / Time

To

Procurement@summitnjha.org

512 Springfield Avenue

Summit, NJ 07901

## **SECTION 1.0 INTRODUCTION**

The Housing Authority of the City of Summit, New Jersey, is an equal housing opportunity agency that provides housing for low to moderate income families and seniors in attractive and well-maintained properties. The Housing Authority owns and manages 195 Project Based Housing Voucher units.

### **IMPORTANT DATES & TIMES**

- 1. Solicitation/Proposal Questions Due – Wednesday, October 5, 2022 by 5:00 PM**
- 2. Proposal Due – Thursday, October 13, 2022 by 3:00 PM**

## **SECTION 2.0 INTENT**

The Housing Authority of the City of Summit, New Jersey, is requesting qualified general construction contractors to submit qualification proposals demonstrating their qualifications and experience to provide agency-wide general construction work including but not limited to residential apartment turnovers, renovation of bathrooms, interior and exterior buildings work and grounds repairs including, but not limited to concrete/sidewalk repair and other related construction work at various SHA locations on an as needed basis. It is the intent of the SHA to evaluate proposals and establish a qualified pool of Contractors under an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. Upon execution of an IDIQ contract, when necessary, the SHA will issue specific Task Order(s) with scope of services to the approved qualified contractors to submit bids to complete the work including labor and materials [where necessary]. The Task Order(s) will specify the format of the bid(s) including fee proposal such as (Flat Cost or Hourly Rate) inclusive of labor. Upon evaluation of said bids for specific work the lowest, most responsible bid will be awarded for the work. SHA does not guarantee or assert that any or all contractors will be awarded a task order during the term of the contract. SHA does not guarantee or assert a dollar value total to any or all contractors during the term of the contract.

## **SECTION 2.1 DEFINITIONS**

The following section summarizes significant terms and conditions that will be used for this contract. Additional terms and conditions are described in form HUD-5370.

*Indefinite Delivery Indefinite Quantity Contract (IDIQ)* – An IDIQ is the umbrella contract that provides for the SHA to obtain a variety of general construction services during a fixed time period. This contract may utilize a fixed cost, hourly rate or cost-reimbursement fee structure for services. A pool of qualified contractors will submit a quote on all Task Order requests from SHA and the lowest, most responsive quote will be assigned the Task Order. SHA does not guarantee or assert that any or all contractors will be awarded a task order during the term of the contract. SHA does not guarantee or assert any dollar level total to any or all contractors during the term of the contract.

*Task Order (TO)* – A Task Order is the proposed, scope of work assignment that describes the project work to be quoted on and performed by the Contractor. Once awarded, the Task Order(s) shall include the specific scope of work, cost/fee accepted by SHA, and time period for project completion along with terms and conditions for performance of the scope of services. The Task Order will include by reference all terms and conditions described in the IDIQ Contract. Multiple Task Order assignments may be made under an IDIQ Contract for each Contractor.

### **SECTION 3.0 INDEFINITE DELIVERY/INDEFINITE QUANTITY - SCOPE OF WORK**

The resulting agreement of this RFQ will be an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract. Task Orders will be the work item issued under the IDIQ contract that will outline the terms of the quote accepted by SHA. Contractor shall not exceed the work by total task order amount. SHA's representative has final authority to approve changes in task orders. Contractors shall obtain SHA representative's approval before starting the work.

1. Contractor shall visit all job sites to familiarize himself/herself for access, quality, scope of work, and site conditions. Submittal of the bid will attest to the fact that the contractor has performed this phase of the bid. Any items overlooked will be contractor's responsibility. Contractor shall be responsible for required labor and material {when requested} to perform the job. Contractor must finish all work awarded in time specified in the bid.
2. Contractor shall obtain SHA's authorized representative approval for exact location of work and details before starting work. If work was completed without prior approval, Contractor will be responsible and contractor shall remove and replace any work performed without prior approval.
3. Contractor shall obtain all necessary and required permits, licenses, inspections and certificates of occupancy from the City of Summit. Contractor shall apply for, obtain and pay for all the permits as applicable to the work. Copies of all required permits and licenses must be provided by the contractor prior to start of work.
4. Contractor shall be responsible for required labor and material {when requested} to perform job specified in task order.
5. All work must be performed in compliance with all local, state and federal codes and standards.
6. In the event of any damages, the Contractor shall repair all damages at no additional cost to the SHA's satisfaction.
7. Contractor is responsible for providing any notification to SHA's Senior Mechanic and public in general for no parking, vacating parking lots and removal of vehicles etc. to perform any work under this contract.
8. Contractor shall be responsible for removing any dirt, debris and any other unnecessary materials from job site and legally disposing of same. Contractor shall be responsible for completely removing all old/broken concrete, dirt, debris, and truck it away on a daily basis and legally dispose it in accordance with all local, state, federal rules and regulations. SHA will not pay any additional cost for disposal. Contractor shall leave the work place clean and free of any unnecessary materials at end of each day.
9. Contractor shall provide the security to protect the work from vandalism. Any damages before final acceptance will be contractor's responsibility and shall repair/replace work from such vandalism at no additional cost to the Authority. Contractor shall set barricades and/ or protective device as required by the ordinance and/or law.

10. All the work shall be performed under direction of representative from the Summit Housing Authority. All the material provided by contractor shall be approved before installation of the same materials. The contractor will be required to provide sample, factory test reports or shop drawings for approval before work can commence. The Authority has the right to reject and require the contractor remove or replace any material installed without prior written approval.
11. The Authority reserves the right to take samples of any material used by contractor and test for specifications required. If material fails to meet the specifications, contractor shall remove the material and replace it at no additional cost to the Authority and contractor shall also pay for samples that did not meet specifications. All substitutions require written approval from SHA authorized personnel prior to purchase and installation.

## 12. ASSIGNMENT OF WORK TASK ORDERS (TO)

a). The SHA will be issuing Task Orders (TO) as specific work is defined under an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. In no event shall the sum of all TO's issued to all Contractors under this Contract exceed the total budget appropriated for the IDIQ contract, unless the contract is formally modified in writing by the SHA. All assigned TOs shall include labor, material {when requested}, administrative burden, insurance, overhead, profit, and incidental costs.

b). After award of the IDIQ contract, the SHA staff will contact the qualified contractor(s) and meet with them to tour the particular Assigned Task Order location. During the tour, the SHA staff person will note on the TO Form the scope of work. The TO form will indicate the scope of work. Though the form addresses the most common needs, there will be situations that require flexibility to identify and correct unique or extensive work not specifically listed on the form. The SHA staff has the ability to add additional work for unforeseen conditions to the TO Form. The amount of this additional work cannot exceed 20% of the total TO amount for a particular unit. For example; if the listed work on the TO Form totals \$10,000, then up to \$2,000 of additional work for unforeseen conditions may be added for a maximum unit total of \$12,000.

c). Qualified contractor(s) will submit a bid with cost breakdown including labor and materials {when requested} per scope item(s) for review and evaluation by SHA. SHA will award TO for the lowest, responsive and responsible quote. The SHA reserves the right to award multiple TOs to multiple contractors if in the best interest of the SHA.

d). The TO Form will include the time period for completion, the agreed upon Notice to Proceed (NTP) date and time, and will be signed by the SHA representative and contractor. The contractor may begin work on the date and time indicated. The contractor is responsible for security, insurance and loss/ damage beginning on the agreed NTP date and time.

e). The scope of work described in the TO is the responsibility of the Contractor to perform all work and furnish the supervision required by the scope of work.

f). The Contractor shall be required to commence work under the TO on the date of the NTP, but in no case more than seven (7) calendar days of receipt of the TO. The Contractor shall execute the work diligently, and complete the entire work ready for use not later than as stated in each TO. The Contractor shall not be responsible for delays caused by others. If such a delay occurs, the Contractor shall inform the SHA immediately in writing of the anticipated delay and

the TO agreement time for completion and cost will be adjusted through negotiation with the SHA. A formal TO amendment will be prepared by the SHA.

**g).** Delivery or performance shall be made only as authorized by TOs issued in accordance with the contract. There is no limit on the number of TOs that may be issued within the SHA budget. If multiple contractors are selected for the IDIQ contract, the SHA will distribute the work to these contractors in a manner that best meets the needs of the SHA and based on the capacity of particular contractors. SHA makes no representations on the minimum number of TOs assigned to a particular Contractor, nor is SHA obligated to distribute the work evenly to all Contractors.

**h).** In the performance of Task Orders, the Contractor agrees to utilize those key personnel and subcontractors proposed and accepted by the SHA prior to award of the contract. If changes become necessary, the contractor shall provide for approval by the SHA the names of proposed replacements with submissions of qualifications and experience. The Contractor agrees to utilize personnel who are qualified to perform the services pursuant to each executed Task Order. If the SHA determines that any of the Contractor's personnel are not qualified or are otherwise unsatisfactory, the Contractor shall, at the direction of the SHA, assign a replacement acceptable to the SHA at no additional cost to the SHA.

#### **SECTION 4.0 QUALIFICATIONS.**

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

- 4.0.1 Possess the necessary license, registrations and/or certifications to provide general construction renovation, repair and installation services in the State of New Jersey and has experience providing such services to public housing authorities or other similar entities.
- 4.0.2 At least five (5) years' experience performing general construction services and cost estimations; knowledge of applicable multifamily building standards and codes.
- 4.0.3 Has the capacity to complete the full scope of services related to residential, commercial and common area spaces (internal and external) to be issued by task orders by the Housing Authority.
- 4.0.4 Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.

#### **SECTION 5.0 CONTRACT REQUIREMENTS.**

All contract resulting from this solicitation shall be subject to the availability and appropriation of sufficient funds annually.

5.0.1 *N.J. Worker and Community Right to Know Act*: The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:51 et seq., and N.J.A.C 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the

chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

5.0.2 *The Public Works Contractor Registration Act*: N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's Bid shall possess a certificate **at the time the Bid is submitted**. After Bids are received and prior to award of contract, the successful Bidder shall submit a copy of the Bidder's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state. The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. The form is available online at [https://www.state.nj.us/labor/wagehour/regperm/pw\\_cont\\_reg.html](https://www.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html)

5.0.3 Indemnification - Any contract entered into pursuant to this Request for Qualifications 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.

5.0.4 HUD General Conditions for Construction Contracts – Public Housing Program HUD Form 5370. [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a)

5.0.5 HUD Maintenance Wage Rate Determination – any and all persons employed on jobs through this IDIQ contract shall be subject to HUD determined Prevailing Wages. The Contractor shall be

required to provide weekly certified payrolls to the SHA along with all requests for payment; and, all employees on the job shall be subject to random HUD-11 interviews to verify payment of prevailing wages. The Contractor shall ensure that this requirement is factored in as part of its proposal and no change orders will be accepted at a later date for failure to comply with this provision.

5.0.6 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.

5.0.7 **INSURANCE.** Contractor 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.

5.0.8 **BUSINESS REGISTRATION.** Vendor must be registered to do business in the State of New Jersey, <https://www.state.nj.us/treasury/revenue/gettingregistered.shtml>. **Please provide a copy of New Jersey Business registration certificate** [including any sub-consultant(s) named in vendor proposal] or application pending receipt of registration certificate. Valid registration must be in place prior to execution of contract. N.J.S.A. 52:32-44 requires that each respondent submit proof of business registration with the proposal. 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.

N.J.S.A. 52:32-44 imposes the following requirements on respondents and all sub-consultants that knowingly provide goods or perform services for a respondent fulfilling this contract: The respondent shall provide written notice to its sub-consultants and suppliers to submit proof of business registration to the respondent. If the proposal includes the use of named sub-consultants, the Business Registration Certificates for those sub-consultants must be part of the submission package. If the selected respondent uses sub-consultants not part of the submission, prior to receipt of final payment from a contracting agency, the awardee must submit to the Summit Housing Authority an accurate list of all sub-consultants 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-consultants and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

#### 5.0.9 SHA's RESERVATION OF RIGHTS.

- The SHA 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 SHA to be in its best interests.
- The SHA reserves the right not to award a contract pursuant to this RFP.
- The SHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- The SHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- The SHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 120 days subsequent to the deadline for receiving.
- The SHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- The SHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- The SHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

5.0.10 **CAUSES FOR REJECTING PROPOSALS.** A rejected proposal shall be **DEEMED** as **NO PROPOSAL**, and the proposal shall be returned to the respondent. Proposals may be rejected for any of the following reasons:

1. Any non-curable defects pursuant to N.J.S.A. 40A: 11-23.2
2. All proposals pursuant to N.J.S.A. 40A: 11-13.2;
3. Multiple proposals from an agent representing competing respondents;
4. The respondent is determined to possess, pursuant to N.J.S.A. 40A: 11-4b, Prior Negative Experience; or
5. 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 SHA may accept the proposal of the next highest scored responsible respondent. (N.J.S.A. 40A: 11-24b).



## **SECTION 6.0 PROPOSAL SUBMISSION.**

6.0.1 Questions - All questions regarding this Request for Qualifications must be submitted to the Housing Authority by **Wednesday, October 5, 2022 by 5:00 PM**. Questions must be submitted by email to [Procurement@summitnjha.org](mailto:Procurement@summitnjha.org).

6.0.2 PROPOSAL SUBMISSION - All interested firms must submit a written proposal due **Thursday, October 13, 2022 no later than 3:00 PM**, outlining the following information:

6.0.3 Vendor's complete name, address, telephone number, email address, including the name, phone and email of primary contact person responsible for the proposal submission.

6.0.4 Outline Vendor's understanding of the IDIQ and Task Order approach to complete general construction work.

6.0.5 Description of Vendor's qualifications as they relate to providing general construction and/or related services to public housing authorities or similar entities in the State of New Jersey. Include information relating to evidence of the business' qualifications, and capabilities to perform the area of services noted in this solicitation. Describe any specialized knowledge or expertise in the areas of work noted.

6.0.6 Provide a description of previous experience of similar scope that it has successfully completed. A listing of not more than five (5) such contracts over the last five (5) years should be included.

6.0.7 Vendor must provide a list of proposed Subcontractors with a detailed description of services to be provided by each **Subcontractor** to be utilized for Task Orders during the term of this IDIQ contract. Include subcontractor(s) qualifications and experience of similar areas of work noted in this solicitation.

6.0.8 Vendor must provide sufficient financial information to enable the Housing Authority to assess the financial strength, creditworthiness and stability of the Firm's ability to undertake and successfully complete the work associated with the solicitation. In order to provide the Housing Authority with the ability to evaluate financial capacity and capability to successfully complete the work, the Vendor should submit one (1) of the following:

- a. For publicly traded companies the Vendor should provide copies or the electronic location of the annual reports filed for the two most recent years; **or**
- b. For privately held companies the Vendor should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's most recent fiscal year; **or**
- c. Evidence of the Vendor's Business Line of Credit currently effective and in good standing. Vendor may designate specific financial information as not subject to disclosure when the Vendor has a good faith legal/factual basis for such assertion. A Vendor may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal; **or**

d. Submission of its federal tax account transcript for the previous two (2) years, or the two (2) most recently available; or

e. Submission of other documentation related to firm's financial soundness.

6.0.9 Section 3 Business Concern/ Employment/Training - To the greatest extent feasible, Vendor 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. Vendor to note its understanding of the Section 3 Business concern and employment/training provision along with its proposed efforts to incorporate it throughout the term of the contract. Vendor to note any previous experience of this provision in its proposal.

6.0.10 Minimum of three (3) references (name and telephone number) relevant to the performance of services similar to those required herein.

6.0.11 A Certificate of Insurance demonstrating adequate insurance coverages are in effect.

6.0.12 Copies of state licenses and registrations to provide general construction and/or related services.

6.0.13 All proposals **MUST** also include the following documents (Attached to this solicitation):

- (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 reject any or all proposals. 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 7.0 Proposal Evaluation.**

Proposals will be evaluated to determine the extent to which the Vendor’s qualifications and capabilities provide the best value to the Housing Authority. Each proposal 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.

<b>EVALUATION CRITERIA</b>	<b>Total Maximum Points</b>
<b>Experience.</b> Vendor demonstrated experience in general construction services with Public Housing Authorities and/or other similar operated entities in the areas noted in RFQ.	30
<b>Qualifications.</b> Vendor demonstrated and/or possesses the requisite registration(s), license(s), permit(s), area of expertise and knowledge to successfully perform the services.	30
<b>Financial Capacity.</b> Firm’s financial soundness and sustainability to successfully undertake and complete the services necessary.	30
<b>Section 3 Residents &amp; Section 3 Business Concern.</b> Vendor’s plan to comply with Section 3 Business Concern, training and/or hiring to the greatest extent feasible as noted in Section 6.0.9.	10
<b>Total Maximum Points</b>	<b>100</b>

## 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. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**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.**

## PROPOSAL DOCUMENT CHECKLIST

(This form is to assist with ensuring all required documents are submitted as part of proposal.)

### General Construction Contractor

Submission Requirement  
via [Procurement@summitnaha.org](mailto:Procurement@summitnaha.org)

Required

Initial each required entry and if required submit the item

Support for Evaluation (Refer to Sections 4, 6, 7)	X	
Financial Capacity Documentation [where applicable, submit one (1)] (Bid Guarantee, Consent of Surety, Certified Financial Statements, Business Line of Credit, Link to Online Annual Reports, Federal Tax Account Transcript, other financial documentation)	X	
Fee Proposal Form (Attachment 1)	N/A	
Professional References (3)	X	
Valid New Jersey Public Works Contractor Registration <b>AND</b> Certifications / License(s) for Scope of Services	X	
Valid State of N.J. Business Registration Certificate or Application	X	
Certificate of Insurance	X	
Non-Collusion Affidavit ( <b>Exhibit A</b> )	X	
Statement of Corporate Ownership ( <b>Exhibit B</b> )	X	
Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion ( <b>Exhibit C</b> )	X	
Affirmative Action Compliance Form ( <b>Exhibit D</b> )	X	
Certifications and Representations of Offerors - HUD Form 5369-C ( <b>Exhibit E</b> )	X	
Vendor's Acknowledgement of Addenda ( <b>Exhibit F</b> )	X	

## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_ in the  
(name of affiant) (name of municipality)

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  
(title of bid proposal)

executed the said proposal with 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 City of Summit 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 Summit Housing Authority.

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)

## 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: \_\_\_\_\_

Notary Public of \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(Affiant)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Print name & title of affiant)

(Corporate Seal)



**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: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**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 successor 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: \_\_\_\_\_

# Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Exhibit E

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

## 3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**VENDOR'S ACKNOWLEDGEMENT OF ADDENDA**

The respondent hereby acknowledges receipt of the following Addenda to Summit Housing Authority's solicitation (This form must be completed and submitted with proposal when a related Addendum is issued):

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 Vendor's Agent

**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 City of Summit 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 SPECIAL CONDITIONS: INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ)** This is an indefinite-delivery/indefinite-quantity contract for the services specified and effective for the period stated in the contract. Delivery or performance shall be made only as authorized by TASK ORDER(s) issued. There is no guaranteed minimum or maximum number of TASK ORDERS that may be issued to any Contractor. The Authority may issue TASK ORDERS requiring work at or for multiple locations.

Any Task Order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the TASK ORDER. This contract shall govern the Contractor's and Authority's rights and obligations with respect to that TASK ORDER to the same extent as if the TASK ORDER were completed during this contract's effective period.

**SECTION 1.03 SCHEDULE AND COORDINATION** The schedule and coordination of all work to be completed will be detailed, outlined and approved in the TASK ORDERS.

**SECTION 1.04** 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 1.05** 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 a **period of one (1) year with the option to extend for (2) one-year terms**, 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 issued by Task Orders. 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, NJ 07901. Attention: Keith Kinard, Executive Director.

**Contractor Business Name :** \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

**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, Union 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 for Construction Contracts HUD Form 5370 or Non-Construction HUD Form 5370C, 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**

\_\_\_\_\_  
**Keith Kinard, Executive Director**

**(CONTRACTOR NAME)**

\_\_\_\_\_  
**(name) (title)**