

Instructions to Proposers

I. Proposal Contents

A. All proposals shall be submitted on the attached form and must be signed and sealed by an officer of the proposing company. CMHA may refuse to consider a proposal if it is not on the form furnished, if there is any alteration to the form, if the proposal fails to comply in any way with the proposal requirements, or if the proposer fails to submit a complete package.

B. A complete proposal package shall consist of the following and shall be submitted in the order listed below:

1. Proposal form signed by the proposer and a witness. The signed form must be sealed if the proposer is a corporation.
2. Affidavit of Non-Collusion signed by proposer and notarized. The signed form must be sealed if the proposer is a corporation.
3. Affidavit of Non-Default signed by proposer and notarized. The forms must be sealed if the proposer is a corporation.
4. Drug-Free Workplace Certification signed and notarized with Attachment "A" listing sites where proposer is presently working for CMHA.
5. Evidence that proposer meets minimum qualifications.
6. Resumes of principals of firm and resumes of individuals assigned to work on the contract.
7. Summary of proposed work plan.
8. Summary of experience of firm performing similar work.
9. List references.
10. Further explanation of proposal, if required.
11. Other documents required by the Request for Proposal and listed on the proposal form.

C. Quotations are to adhere exactly to the specifications herein described. However, once proposers comply with the requirement, they are free to submit whatever alternative or additional proposal they deem suitable; and CMHA is free to accept or reject such alternative proposal.

D. Proposals must be submitted either typewritten, in ink, indelible pencil or ball-point pen. Erasures and/or corrections must be initialed by a responsible official.

E. Proposer must submit two copies of the proposal to the CMHA.

II. Opening of Proposals

A. Proposals received prior to the proposal opening date will be kept unopened until the specified proposal opening date. No responsibility will be attached to any officer or employee of the CMHA for the premature opening of a proposal not properly addressed and/or identified.

B. The envelope in which the proposals are mailed must be securely sealed and marked with the name of the services to be provided and addressed to the Cape May Housing Authority, 639 Lafayette Street, Cape May, N.J. 08204. Proposals will be received until the date and time set forth in the Invitation for Proposals (page 4 of this package) at which time they will be publicly opened and read aloud.

III. Interpretations

A. No oral interpretation or representation will be made to any proposal as to these instructions and specifications. Failure to do so will be at his/her risk. No warranty is made or implied as to the information contained in the Proposal Specifications.

B. Any request for an interpretation of specifications shall be directed in writing to the person named in the Invitation for Proposals (Page 4 of this package).

C. No inquiry received within five (5) days of the date fixed for opening of proposals will be given consideration.

D. Any information given to a prospective proposer concerning this request for proposals will be furnished to all prospective proposers as an amendment to the request for submitting a proposal, or if lack of such information would result in a competitive disadvantage to uniformed proposers. All such addenda shall become a part of these proposal documents. Failure of the Authority to send, or any proposer to receive, any such interpretation shall not relieve any proposer from an obligation under his/her proposal as submitted. It shall be the proposer's responsibility to make inquiry as to addenda issued.

IV. Audits

A. The successful proposer binds himself/herself to permit the CMHA and HUD to examine and/or audit at any time the records pertaining to the services provided.

V. Time for Review

A. The proposer agrees that the Authority shall be permitted a maximum of sixty (60) days from the date of opening of proposals for issuing a "Notice of Acceptance" and beginning contract negotiations with a proposer. This term may be extended:

1. By mutual agreement of the parties in writing; or
2. Automatically, if approval has not been received from HUD and if such approval is required.

VI. Rejection

A. The Authority reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Authority.

B. CMHA reserves the right to limit its Notice to Proceed to certain tasks or portions thereof, subject to available funding.

VII. Withdrawal of Proposals

A. Any withdrawal of proposal by telegram or by mail is authorized provided it is received prior to the time of the scheduled proposal opening. A proposal may also be withdrawn in person by the proposer or authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal, but only if the withdrawal is made before the exact time set for opening of proposals.

B. The only acceptable evidence to establish the date of receipt of withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt form the U.S. Postal Service. If neither postmark shows a legible date, the withdrawal shall be considered to have been mailed late.

C. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been opened.

VIII. Mathematical Error

A. In case of mathematical error in extension of prices in the proposal, the unit price shall govern.

IX. A. In selecting a contractor, the CMHA will consider the proposal price, the ability of the contractor to perform the Scope of Services (information in the proposal package), comments from references, and other information deemed relevant. The ability to perform will be measured by the ability of the contractor as demonstrated by financial stability and performance of similar contracts.

B. A Review Committee will be established to review and evaluate all proposals and to rate all proposers. The Review Committee will conduct a preliminary evaluation of all proposals and may contact references listed in the proposal. The Review Committee may recommend rejection of all proposals or may continue its review. Thereafter, the Review Committee may meet with proposers to obtain additional information or clarification. Thereafter, the Review Committee may negotiate the exact Scope of Services (which may include charges in the RFP and negotiation of price if deemed in the best interest of the CMHA) with the highest proposer, if a satisfactory proposed contract cannot be negotiated with the highest proposer, the negotiations will be terminated. The CMHA may then enter into negotiations with another qualified proposer, or the CMHA may re-advertise.

C. CMHA's Review Committee will make a recommendation to the CMHA's Board of Commissioners concerning award of a contract. The CMHA's Board of Commissioners may vote to authorize the CMHA's Executive Director to negotiate and conclude a contract with a proposer, subject to certain conditions. If a proposer is recommended for an award, the proposer will be asked to produce the documents listed below; and negotiations will continue.

1. Two copies of the proposed agreement signed and sealed by the proposer.
2. Two copies of the cover page of the specifications, signed by the proposer.
3. An original and a copy of the required insurance.
4. Other documents discussed during contract negotiations.

D. The CMHA's funding source must be approved before the Executive Director has the power to sign a contract.

E. Proposer acknowledges and agrees that no contract shall exist until signed by both parties. Additionally, until a recommendation of award has been officially made, any

Cape May Housing Authority General Conditions

1. **Organization:**

Contractor must be organized under the laws of the State of New Jersey or licensed to do business in the state. The CMHA may request a copy of documentation evidencing such organization or license prior to the execution of a contract.

2. **Cancellation by Contractor:**

Contractor must be given a ninety-day (90) day written notice prior to cancellation of the contract.

3. **Board Approval:**

Any contract is subject to cancellation and rejection by the members of the Cape May Housing Authority Board of Commissioners without liability. Therefore, at their next regularly scheduled, properly convened meeting following the date hereof, notwithstanding any contrary statements or representations of any member, officer, or employee of the Cape May Housing Authority, the Board of Commissioners has the power or authority to waive or limit the effect of this paragraph nor the control of the members of the Cape May Housing Authority over the approval of any contract. In the event that the members of the CMHA Board of Commissioners cancel or reject this contract at their aforesaid meeting, the contract shall be null and void and of no effect as to the Cape May Housing Authority; and there shall be no liability on the part of the Cape May Housing Authority hereunder.

4. **Changes:**

A. No changes, additions, or deletions shall be made to the contract without prior written consent of the CMHA. All amendments must be signed by both parties.

B. Any changes in the Scope of Services agreed to by the parties shall not invalidate the contract, nor shall it release the contractor from any guaranty given by him pursuant to the contract, or release the contractor from any other obligations of the contract. All such work shall be executed under the conditions of the contract for an amount agreed to by the CMHA and the Contractor.

AFFIDAVIT OF NON-DEFAULT

AFFIDAVIT
(PRIME PROPOSER)

STATE OF _____ :

COUNTY OF _____ : SS.

_____, being duly sworn according to law, deposes and says;
1 that he/she is _____ (a partner/officer of the firm of _____ et.), the party making the foregoing Proposal or Proposals.

2. He/she further certifies as follows:

- (1) that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith.
- (2) that for the period beginning (10) years ago the date of this certification, and except as shown by me on the attachment, I have not experienced defaults or non-compliance under any contract for the U.S. Department of Housing and Urban Developments, or any other governmental agency with which I have contracts.
- (3) to the best of my knowledge there are no unresolved findings raised as a result of HUD work under any of my contracts.
- (4) there has not been a suspension or termination of payments under any HUD contract in which I have had a legal or beneficial interest attributable to my fault or negligence.
- (5) I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or any indictment charging a felony. (A felony is any offense that is punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a state or punishable by imprisonment for two years or less).
- (6) I have not been suspended, debarred, or otherwise restricted by any Department or Agency of the Federal Government of any State Government or of the City of Cape May or the Cape May Housing Authority or from doing business with such Department or Agency.
- (7) I have not defaulted on an obligation covered by a bond and have not been the subject of a claim under any fidelity bond.
- (8) all the names of the parties, known to be principals in this contract, in which I propose to participated are included on resumes submitted with this proposal.
- (9) to my knowledge I have not been found by HUD or the state of New Jersey to be in non-compliance with any of the applicable civil rights laws.
- (10) I am not a Member of Congress or a Resident Commissioner, nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- (11) I am not an officer, employee, or commissioner of the Cape May Housing Authority who is prohibited or limited by law from contracting with the Cape May Housing Authority.
- (12) for the period of beginning (5) years prior to the date of this certification, and except as shown by me on the attachment, I have not been suspended, debarred, or otherwise disqualified by the U.S. Department of Housing and Urban Development, or any other governmental agency with which I have contracted, from doing business with any governmental agency.
- (13) statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participating in this project.

Firm's Name

By:

Signature of Proposer if the Proposer is an Individual

Sworn to and subscribed
Before me this _____
Day of _____, 2020

Signature of Partner if the Proposer is a Partnership

Signature of Officer if the Proposer is a Corporation

Notary Public

(Title)

Drug-Free Workplace Certification

**Drug-Free Workplace Act of 1988
41 U.S.C. 701, et seq.
54 Fed. Reg. 4945, et seq.**

The _____ (name of contractor), hereafter "the contractor" certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's work place and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;
- D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notify the Cape May Housing Authority (CMHA) within ten (10) days after receiving notice under Subparagraph D2 from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within thirty (30) days of receiving notice under Subparagraph D2 with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.

G. Making good-faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E, and F.

A listing of sites for performance of work done in connection with contracts between the contractor and the CMHA is annexed hereto as Exhibit "A".

Dated: _____, 2020

Name of Contractor

Signature of president or appropriate party

Sworn to and subscribed
Before me this _____
Day of _____, 2020

Notary Public (SEAL)

Attach Exhibit "A"