

# **HOUSING AUTHORITY OF THE CITY OF GARFIELD**

## **STATEMENT OF PROCUREMENT POLICY**

**August 29, 2001**

### **Introduction**

In accord with Section B of the PROCUREMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF GARFIELD, the Executive Director of the Authority has developed procedures designed to monitor and control the procurement actions of the Authority and to assure compliance with the provisions of said policy.

These procedures are set forth herein.

**Garfield Housing Authority**  
**Statement of Procurement Policy**  
**Table of Contents**

<b>I.</b>	<b>GENERAL PROVISIONS</b>	<b>Page 2</b>
	A. Purpose .....	2
	B. Application .....	2
	C. Public Access to Procurement Information .....	3
	D. Contract Limits .....	3
	E. Specifications .....	4
	F. Other General Provisions .....	5
<b>II.</b>	<b>PROCUREMENT AUTHORITY AND ADMINISTRATION</b>	<b>6</b>
	A. Contracting Officer & Purchasing Agent .....	6
	B. Duty of the Executive Director or Contracting Officer/Purchasing Agent .....	6
	C. Approval and Amendments .....	7
<b>III.</b>	<b>PROCUREMENT METHODS</b>	<b>8</b>
	A. Selection of Method .....	8
	B. Small Purchase Procedures .....	8
	C. Competitive Sealed Bidding .....	8
	D. Competitive Contracting and Competitive Proposals .....	13
	E. Noncompetitive Proposals .....	20
	F. Cost and Price Analysis .....	21
	G. Cancellation of Solicitations and Rejection of Bids .....	22
	G. Cooperative Purchasing .....	24
<b>IV.</b>	<b>CONTRACTOR QUALIFICATIONS, AND DUTIES</b>	<b>25</b>
	A. Contractor Responsibility .....	25
	B. Suspension and Disbarment .....	25
	C. Qualified Bidders list and State Registered Contractors .....	25
<b>V.</b>	<b>TYPES OF CONTRACTS, CLAUSES, and CONTRACT ADMINISTRATION</b>	<b>26</b>
	A. Contract Types .....	26
	B. Contract Options .....	26
	C. Contract Clauses .....	26
	D. Contract Adminsitration .....	27
<b>VI.</b>	<b>CONTRACT SPECIFICATIONS</b>	<b>27</b>
	A. General .....	27
	B. Limitations .....	28
<b>VII.</b>	<b>APPEALS AND REMEDIES</b>	<b>28</b>
	A. General .....	28
	B. Bid Protests .....	28
	C. Contract Claims and Legal and Contractual Remedies .....	28
<b>VIII.</b>	<b>ASSISTANCE TO SMALL AND OTHER BUSINESSES</b>	<b>31</b>
	A. Required Efforts .....	31
	B. Definitions .....	31
<b>IX.</b>	<b>ETHICS IN PUBLIC CONTRACTING</b>	<b>32</b>
	A. General .....	32
	B. Conflict of Interest .....	32
	C. Gratuities, Kickbacks, and Use of Confidential Information .....	33
	D. Prohibition Against Contingent Fees .....	33
	E. Additional GHA Standards of Conduct .....	33

# **Garfield Housing Authority Statement of Procurement Policy**

This Statement of Procurement Policy was established for the Garfield Housing Authority (GHA) by Resolution of its Board of Commissioners on \_\_\_\_\_ (date).

This Statement of Procurement Policy complies with HUD's Annual Contributions Contract (ACC), with the procurement standards of 24 CFR 85.36, with the HUD Handbook 7460.8 REV-1, *Procurement Handbook for Public Housing Agencies and Indian Housing Authorities*, and with New Jersey Public Contracts Law [N.J.S.A. 40A:11-1 et seq.], as well as other relevant New Jersey procurement laws.

On April 17, 2000, important revisions to New Jersey procurement statutes and procedures became effective that occasion this new Statement of Procurement Policy for the Garfield Housing Authority. Further, where the federal and state procurement statutes and or rules do not coincide, the Garfield Housing Authority has opted to include the more stringent requirement in this policy and has preferred New Jersey requirements where they are not in conflict with federal ones.

## **I. GENERAL PROVISIONS**

### **A. PURPOSE**

The purpose of this Statement of Procurement Policy is to:

- provide for the fair and equitable treatment of all persons or firms involved in purchasing by the GHA;
- assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the GHA;
- promote competition in contracting;
- provide safeguards for maintaining a procurement system of quality and integrity; and,
- assure that GHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and New Jersey laws.

### **B. APPLICATION**

This Statement of Procurement Policy (Statement) applies to all contracts for the procurement of supplies, services, and construction entered into by the GHA after the effective date of this Statement. It shall apply to every expenditure of funds by the GHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this Statement shall prevent the GHA from complying with the terms and conditions of any grant, contract, gift or bequest that is

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

otherwise consistent with law. The term "procurement," as used in this Statement, includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

### **C. PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Procurement information shall be a matter of public record to the extent provided in the New Jersey Freedom of Information Act or similar law and shall be available to the public as provided in that statute.

Further, except in cases as allowed by Federal and New Jersey law, all procurements shall be publicly advertised in a manner that assures full, fair, and open competition among potential vendors of goods and services to the GHA. Qualifying goods and services shall be contracted to be provided or performed only after public advertisement of bids and bidding for them, and all contracts for the provision or performance of such goods or services shall be awarded only in that manner, unless legitimately excepted from this requirement by Federal or New Jersey law.

### **D. CONTRACT LIMITS**

1. Except as may be allowed for specific contracts under New Jersey law, as enumerated at [NJSA 40A:11-15], all contracts under this Statement shall be for a period not to exceed 24 consecutive months, except that contracts for professional services not excepted under the above state law shall be for a term not to exceed 12 consecutive months.
2. New Jersey law allows that any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations:
  - a. the contract shall be awarded by resolution of the GHA Board of Commissioners;
  - b. no such contract shall be extended so that it runs more than five years;
  - c. any price change included as part of the extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change index rate for the last 12 months preceding the quarterly calculation available at the time the contract is renewed;
  - d. the terms and conditions of the contract are substantially the same.

In cases where New Jersey contract term laws conflict with Federal contract term limits, the GHA will make no extended contract unless it receives approval for such action from the Newark HUD field office.

**Garfield Housing Authority  
Statement of Procurement Policy**

**E. SPECIFICATIONS**

1. Any specifications for the provision or performance of goods or services under this Statement shall be drafted in a manner to encourage free, open and competitive bidding. In particular, no specifications for procurement under this policy may:
  - a. Require any standard, restriction, condition or limitation not directly related to the purpose, function or activity for which the contract is awarded;
  - b. Require that any bidder be a resident of, or that the bidder's place of business be located in, Bergen County or the City of Garfield, unless the physical proximity of the bidder is requisite to the efficient and economical performance of the contract;
  - c. Discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality;
  - d. Require with regard to any contract, the furnishing of any "brand name," but may in all cases require "brand name or equivalent," except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased by stipulating the proprietary goods or services in the bid specification in any case in which the resolution authorizing the contract so indicates, and the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded;
  - e. Fail to keep any option for renewal, extension, or release which the contracting unit may intend to exercise or require; or any terms and conditions necessary for the performance of any extra work; or fail to disclose any matter necessary to the substantial performance of the contract;
  - f. Any specification which knowingly excludes prospective bidders by reason of the impossibility of performance, bidding or qualifications by any but one bidder, except as elsewhere allowed in this policy and in applicable Federal and New Jersey law, shall be null and void and of no effect and shall be readvertised for the receipt of new bids.
  - g. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be construed as null and void and having no impact on the contracting unit or the award of a contract.
2. No contract shall be divided so as to bring it or any of its parts under the bid threshold for the purpose of dispensing with the requirement of its being publicly advertised and bid. In contracting for the provision or performance of any goods or services included in or incidental to the provision or performance of any work which is single in character or inclusive of the provision or performance of additional goods or services, all of the goods or services requisite for the completion of such contract shall be included in one contract.

**Garfield Housing Authority  
Statement of Procurement Policy**

3. In preparing specification for construction contracts above the bid threshold, the architect, engineer or other person preparing the plans and specifications may prepare separate plans and specifications for:
- a. the plumbing and gas fitting and all kindred work;
  - b. steam power plants, steam and hot water heating and ventilating apparatus and all kindred work;
  - c. electrical work;
  - d. structural steel and ornamental iron work; and,
  - e. all other work required for the completion of the project

Further, in preparing the specifications related to any such allowably divided work, the GHA will follow guidelines for such procurements as set out in NJSA 40A: 11-16].

**F. OTHER GENERAL PROVISIONS**

1. *Sale of GHA personal property.* The GHA by resolution of its Board of Commissioners may authorize by sealed bid or public auction the sale of its personal property not needed for public use.
  - a. If the estimated fair value of the property to be sold exceeds 15 percent of the bid threshold, it shall be sold at public sale to the highest bidder;
  - b. The GHA need not advertise for bids if it sells its personal property to the United States, to the State of New Jersey, another contracting unit, any public body to which it contributes tax raised funds, any foreign nation with diplomatic relations with the United States, or any governmental unit in the United States.
  - c. Notice of the date, time and place of the public sale together with a description of the items to be sold and the conditions of sale shall be published in an official newspaper. Such sale shall be held not less than 7 nor more than 14 days after that public notice is given.
  - d. If no satisfactory bids are forthcoming, the GHA may not sell its property for less than fair estimated value as defined in New Jersey law. It may, however, offer the property again for public sale.
  - e. The GHA may reject all bids if it determines such rejection is in its best interest.

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

- f. If the property to be sold does not exceed the applicable bid threshold, it may be sold at private sale without advertising for bids.
  - g. By resolution of the GHA Board of Commissioners, a contracting agent may include the sale of personal property no longer needed for public use a part of a specification to offset the price of a new purchase.
2. *Capitalization Policy.* The minimum dollar amount for the capitalization of GHA assets shall be \$2,000.

## **II. PROCUREMENT AUTHORITY AND ADMINISTRATION**

- A. All procurement transactions shall be administered by the **Contracting Officer**, who shall be the Executive Director or other individual whom he or she has authorized in writing to act as the Contracting Officer. The Executive Director shall issue operational procedures to implement this Statement, which shall be based on *HUD Handbook 7460.8*, and consistent with the requirements of *24 CFR 85.36* and of *N.J.S.A 40A:11-1 et seq.* The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with New Jersey law.

The Executive Director is authorized to make purchases and execute contracts in accordance with the provisions of the Procurement Policy and Authority's by-laws provided the costs incurred with regard to same are reasonable and necessary, and there remain sufficient funds in the approved budget to cover such purchases; and to delegate such authority to those positions within the Agency which the Executive Director deems necessary for the efficient administration and control of the Procurement Policy.

At such time and by such method as the State of New Jersey may authorize, the GHA may by Board resolution establish the office of **Purchasing Agent**, or a purchasing department or a purchasing board as its contracting agent, with the authority, responsibility and accountability to prepare public advertising for bids and to receive bids for the provision of goods and services on behalf of the GHA and to award contracts permitted pursuant to New Jersey law in the name of the contracting unit, and conduct any activities as may be necessary or appropriate to the purchasing function of the GHA.. Such a purchasing agent shall meet the criteria established by the state of New Jersey to qualify as purchasing agents those individuals who have completed appropriate training and possess such purchasing experience as deemed necessary to exercise such supplemental authority as may be set for the in New jersey statutes. [NJSA 40A:11-9].

- B. The Executive Director or his/her designee shall ensure that:
- 1. procurement requirements are subject to an **annual planning process** to assure efficient and economical purchasing;

## **Garfield Housing Authority Statement of Procurement Policy**

2. **contracts and modifications are in writing**, clearly specifying the desired supplies, services, or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; [cf. NJSA 40A: 11-14]
  3. for procurements other than small purchases, **public notice** is given of each upcoming procurement at least 10 days or other time period if required by New Jersey or local law before a solicitation is issued; responses to such notice are honored to the maximum extent practical; a minimum of 20 days or other time period if required by New Jersey law is provided for preparation and submission of bids or proposals; and notice of contract awards is made available to the public;
  4. solicitation procedures are conducted in full **compliance with Federal standards** stated in 24 CFR 85.36, or New Jersey laws that are more stringent, provided they are consistent with 24 CFR 85.36;
  5. an **independent cost estimate** is prepared before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a **cost or price analysis** is conducted of the responses received for all procurements;
  6. **contract award is made to the responsive and responsible bidder** offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to the GHA, considering price, technical, and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified within ten days or other time period required by New Jersey law, after contract award;
  7. there are **sufficient unencumbered funds** available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted; and
  8. the GHA **complies with applicable HUD review requirements**, as provided in the operational procedures supplementing this Statement.
- C. This Statement of Procurement Policy and any later changes to it shall be submitted to the Board of Commissioners for approval by **Board Resolution** at a properly announced public meeting.



# Garfield Housing Authority

## Statement of Procurement Policy

### III. PROCUREMENT METHODS

#### A. SELECTION OF METHOD

If it has been decided that the GHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature and anticipated dollar value of the total requirement.

#### B. SMALL PURCHASE PROCEDURES

1. *General.* Any contract not exceeding a **bid threshold** of \$17,500 [N.J.S.A. 40A:11-3] may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section VIII of this Statement; also see [N.J.S.A. 40A:11-7]).
2. *Petty Cash Purchases.* Small purchases under \$100.00 that can be satisfied by local sources may be processed through the use of a petty cash account. The Contracting Officer shall ensure that: the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one week); security is maintained and only authorized individuals have access to the account; the account is periodically reconciled and replenished by submission of a voucher to the GHA finance officer; and, the account is periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.
3. *Small purchases of \$2,625 or less.* For small purchases below \$2,625 only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.
4. *Small purchases over \$2,625 but less than \$17,500.* For small purchases in excess of \$2,625 but less than \$17,500, no less than three offerors shall be solicited to submit price quotations, which may be obtained orally, by telephone, or in writing, as allowed by Federal and New Jersey laws. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

#### C. COMPETITIVE SEALED BIDDING

1. *Conditions for Use.* Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or

## Garfield Housing Authority Statement of Procurement Policy

purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. For procurements under the Capital Fund Program (CFP), sealed bidding shall be used for all construction and equipment contracts exceeding the small purchase limitation. For professional service contracts, sealed bidding should not be used.

### 2. *Solicitation and Receipt of Bids.*

- a. An **invitation for bids** shall be issued including specifications and contractual terms and conditions applicable to the procurement, including a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation for bids. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.
- b. All bids must be submitted on forms furnished by the Authority and shall be subject to all requirements of the specifications and drawings, and supplements thereto. Bid Forms shall be furnished in triplicate, two to be submitted with the bid and one to be retained by the bidder for his records. Only one of the two copies of the bid shall be signed. The other shall be conformed.
- c. Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words "Bid Documents", and show the project number, name of bidder, and date and time of opening. The GHA shall furnish bidders with clear instructions for the proper submission of bids.
- d. No oral interpretation will be made to any bidder as to the meaning of the specifications and/or drawings. Interpretations shall be in the form of addenda, which will be on file in the office of the Authority at least seven days before bids are opened. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
- e. Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute a **non-collusive affidavit**, in the form provided by the Authority, to the effect that they have not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.
- f. The Authority may require a **Statement of Qualifications** on the form furnished for that purpose; it shall include bidder's financial resources, construction work experience, and the organization and equipment available for the work contemplated. The Authority shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Authority all such information and data for this purpose as the Authority may request. The Authority

## **Garfield Housing Authority Statement of Procurement Policy**

reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the Authority that the bidder is qualified to carry out properly the terms of the Specifications.

- g. Erasures or other changes in the bid must be dated and initialed.

### **3. *Bid Opening and Award***

- a. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open bids will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the late arrival was due solely to delay in the mail for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids already submitted will be considered if received prior to the hour set for opening, and written confirmation of such modification over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.
- b. Bidders will be cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.
- c. Bids shall be opened publicly and in the presence of at least one witness. An abstract of bids shall be recorded and the bids shall be available for public inspection. Award shall be made as provided in the invitation for bids by written notice to the successful bidder. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise provided in New Jersey or local law and stated in the invitation for bids. If only one responsive bid is received from a responsible bidder, the GHA shall rebid the procurement, unless an emergency or other similar circumstance prevails. If after a second attempt at bidding the GHA still receives only one responsive bid, it may apply the rules for a noncompetitive procurement, including a cost or price analysis to verify the reasonableness of the price.

### **4. *Mistakes in Bids and Bid Withdrawals***

- a. The Authority shall establish a period of time within which no bid shall be withdrawn without written permission of the Authority. Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of the bid after such bid has been opened.

**Garfield Housing Authority**  
**Statement of Procurement Policy**

- b. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.
  - c. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the GHA or fair competition shall be permitted.
  - d. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided the bid is reasonable and it is to the interest of the Authority to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Authority, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Authority.
  - e. The Authority will not make any awards to contractors or accept as subcontractors any individuals or firms which are on lists of contractors ineligible to receive awards from the United States, as furnished from time to time by HUD or on the Agency's Restricted Contractors List.
  - f. The Authority also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligation to subcontractors, material-men, or employees.
  - g. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.
  - h. In determining the successful bidder, the following elements in addition to those above mentioned will be considered: the bidder's affirmative action program and record; whether the bidder involved maintains a permanent place of business; has adequate plant equipment available to do the work properly and expeditiously; has suitable financial resources to meet the obligations incident to the work; has appropriate technical experience.
5. *Bid Guaranty and Bonds.*
- a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Authority a

**Garfield Housing Authority.**  
**Statement of Procurement Policy**

contract in the form furnished and in such number of counterparts as the Authority may require.

- b. Having satisfied all conditions for award, the successful bidder shall, within the period specified above, furnish bond(s) or other assurance in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secures the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by the contractor in performing the work. Such bond(s) shall bear the same date subsequent to the date of the contract.
- c. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
- d. The failure of the successful bidder to execute such contract and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant based upon reasons determined adequate by the Authority, shall constitute a default, and the Authority may either award the contract to the next responsible bidder or readvertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.
- e. For construction contracts exceeding \$100,000, other than those specified in 5f and 5g below, contractors shall be required to submit the following, unless otherwise required by New Jersey laws or regulations:
  - (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
  - (2) a performance bond for 100% of the contract price; and
  - (3) a payment bond for 100% of the contract price.
- f. In the case of construction of conventional development projects funded pursuant to the U.S. Housing Act of 1937, the contractor shall be required to submit the following, unless otherwise required by New Jersey laws or regulations:
  - (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
  - (2) one of the following:
    - (i) a performance and payment bond for 100% of the contract price; or
    - (ii) a 20% cash escrow; or

**Garfield Housing Authority  
Statement of Procurement Policy**

- (iii) a 25% irrevocable letter of credit.
- g. In the case of construction under the Capital Fund Program (CFP) funded pursuant to the U.S. Housing Act of 1937, for any contract over \$25,000, the contractor shall be required to submit the following, unless otherwise required by New Jersey laws or regulations:
  - (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
  - (2) one of the following:
    - (i) a performance and payment bond for 100% of the contract price; or
    - (ii) separate performance and payment bonds, each for 50% or more of the contract price; or
    - (iii) a 20% cash escrow; or
    - (iv) a 25% irrevocable letter of credit.

**D. COMPETITIVE CONTRACTING AND COMPETITIVE PROPOSALS**

**1. *Conditions for Use.***

- a. **Competitive contracting** may be used by local contracting units in lieu of public bidding for procurement of specialized goods and services the price of which exceeds the bid threshold, only for the purposes stated in detail at [NJSA 40A:11-4.1]. Such noncompetitive contracting is limited to the following:
  - 1. the purchasing and licensing, of proprietary computer hardware and software;
  - 2. the hiring of a New Jersey non-profit entity to provide water related services, or recreational programs, or to operate and manage data processing services;
  - 3. the use of an energy services company for specific cost saving services;
  - 4. the use of other services such as those for home-health, laboratory testing, emergency medical events, contracted food services, patient care services, and other similar services approved by the governing body in compliance with New Jersey law.
- b. In order to initiate competitive contracting, the governing body shall pass a resolution authorizing the use of competitive contracting each time specialized goods or services permitted for such contracting in New Jersey law are desired to be contracted.

## **Garfield Housing Authority Statement of Procurement Policy**

- c. The competitive contracting process shall be administered by a GHA purchasing agent qualified for such activity under New Jersey law, or by legal counsel of the GHA, or by a qualified GHA administrator.
- d. Any contracts awarded under this process shall be by resolution of the GHA governing body.
- e. The competitive contracting process shall utilize **request for proposal (RFP)** documentation in compliance with Federal and New Jersey law.
- f. **Competitive proposals** (including turnkey proposals for development) may be used if there is an adequate method of evaluating technical proposals and where the GHA determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited.

### **2. Solicitation.**

- a. The **request for proposals (RFP)** shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.
- b. The GHA will make every effort to assure an adequate number of competing vendors in all competitive contracting and competitive proposal procurements. It shall publish a notice of the availability of request for proposal documentation in an official newspaper within the jurisdiction of the GHA at least 20 days prior to the date established for the submission of proposals. It may also advertise in other publications, especially those read by minority business enterprises. It may also solicit additional vendors directly by mail or phone or fax, provided it has given a proper public notice of the procurement.
- c. The GHA may charge a fee for the proposal documentation not to exceed \$50 or the cost of reproducing the documents, whichever is greater. Vendors shall submit a proposal that shall include all of the information required by the request for proposals, or their submission may be deemed not responsive to the RFP.
- d. The contracting officer, purchasing agent or administrator in charge of the procurement shall evaluate all proposals only in accordance with the methodology described in the request for proposals.

### **3. Negotiations and Discussions.**

- a. Under no circumstances shall the provisions of a proposal be subject to negotiation by the contracting unit [NJSA 40A:11-4.5, b.], unless excepted from this prohibition under the provisions of the NJSA, especially in [NJSA 40A:11-5], which sets out the exceptions to this restriction for contracts that exceed the bid threshold. Discussions

## **Garfield Housing Authority Statement of Procurement Policy**

may be held as allowed by federal and state law for the purposes of clarifying the terms of an RFP.

- b. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award.
- c. At no time during the proposal solicitation process shall the contracting officer or purchasing agent or counselor or administrator convey information, including price, to any vendor or potential vendor over any other potential vendor.
- d. Changes to an RFP shall be in writing and be provided to all potential vendors in sufficient time to allow proper modification of their response to the RFP prior to the appointed original or revised submission deadline.

#### **4. *Evaluation and Award.***

- a. The contracting officer or purchasing agent or counsel or administrator shall evaluate all proposals only in accordance with the methodology described in the request for proposals. After the proposals have been evaluated, he or she shall prepare a report evaluating and recommending the award of a contract or contracts. The report shall list the names of all vendors who submitted a proposal; and shall summarize the proposals of each vendor. The report shall rank vendors in order of evaluation, shall recommend the selection of a vendor or vendors for a contract, shall be clear in the reason why the vendor or vendors has been selected among others considered, and shall detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract. The report shall be made available to the public at least 48 hours prior to awarding the contract, or when made available to the governing body, whichever is sooner.
- b. After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the GHA.
- c. Awards of a contract shall be by resolution of the Board of Commissioners. Such award shall be made within 60 days of the receipt of proposals. Once award is made, the GHA shall issue a public notice in an official newspaper at least indicating the name of the winning contractor, the nature, duration, and amount of the contract, and a statement of where and when the contract may be reviewed by the public.

#### **5. *Professional and Architect/Engineer Services.***

- a. Architect/engineer services in the excess of the small purchase limitation may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless New Jersey law mandates the specific method. Sealed bidding, however, shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most



## **Garfield Housing Authority Statement of Procurement Policy**

qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources.

### **b. Professional Services Costing Less than \$17,500- Small Purchase Procedures**

Professional services, including Architectural/Engineering and legal services, and technical or other kinds of personal services, i.e., management or administrative consultant services, fee accounting service or personal services to be performed under Authority supervision and paid for on a time basis, shall be procured by the Executive Director (or other designated qualified individual(s)) under small purchase procedures where the aggregate cost of such services totals less than \$17,500. Price or rate quotations must be solicited from an adequate number of qualified sources (at least three). A written record of the quotations obtained, a documented selection based on prices and other factors, i.e., qualifications, experience, etc., and a purchase order or other form of binding agreement regarding each procurement shall be maintained in the Authority's files. If price quotations are sought orally, the selection factors shall be provided to those solicited.

Requirements for services aggregating greater than \$17,500 shall not be broken down into multiple purchases that are less than \$17,500 merely to permit contract award under the small purchase procedures. If there is a recurring need for long-term services over a year (but not to exceed two years without HUD approval) which is estimated to go over the \$17,500 limit, competitive proposal procedures involving the issuance of Request for Proposals (RFP's) shall be used, as opposed to small purchase procedures.

An indefinite quantity contract may be awarded if the exact level of services required is not certain and the need is not recurring in nature. An indefinite quantity contract must specify a minimum level of services that the Authority must order and a maximum level beyond which the contractor is not bound to perform.

### **c. Professional Services Costing \$17,500 or More - Competitive Proposal Procedures**

Professional services, including Architectural/Engineering and legal services, and technical or other kinds of personal services, i.e., management or administrative consultant services, fee accounting services, etc., or personal services to be performed under Authority supervision and paid for on a time basis, shall be procured by the Executive Director (or other designated qualified individuals under competitive proposal procedures where the aggregate cost of such services totals \$17,500 or more.

An indefinite quantity contract may be awarded under competitive proposal procedures if the exact level of services required is not certain and the need is not recurring in nature and the estimated procurement is not expected to exceed \$25,000.00. An indefinite quantity contract must specify a minimum level of services that the Authority must order and a maximum level beyond which the contractor is not bound to perform.

## **Garfield Housing Authority Statement of Procurement Policy**

The Authority shall not enter into, execute, or approve, any agreement or contract for professional, management, fee accountant, legal or other personal services with any person(s) or firm where the initial period or term of the contract is in excess of two (2) year, or where the contract contains a renewal provision for any period of time, without the written approval of the Newark HUD Office. Where an existing contract contains a renewal provision, automatic or otherwise, which extends the term of the contract for any period, the Authority shall not act to renew or extend such contract, or fail to take any necessary action to forestall automatic renewal or extension, without the prior written approval of the Newark HUD Office.

Request for Proposals for professional services and A/E services shall set forth the general scope of work, proposal requirements, qualification and experience requirements, evaluation criteria and submission dates. Adequate public notice of the Request for Proposals shall be given and documented in the files of the Authority. Proposals shall be opened after the closing date for the receipt of same, so as to avoid disclosure of contents to competing offerors prior to the process of negotiation. A register of Proposals shall be prepared, and shall be open for public inspection after contract award. The Request for Proposals shall set forth the relative importance of price and other evaluation factors in selecting a contractor.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

### **d. Specific Considerations -Architectural/Engineering Services**

The PHA shall not allow an A/E on a sole-source basis, to prepare an application on a "no fee" basis, and then compensate that A/E by paying a contingent fee or contracting with him/her on a sole-source basis to do the design and construction phases. The competitive proposal method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

There are several alternatives available to the authority in contracting for A/E services: A "full-service" approach may be used where the Authority solicits offers using competitive proposal procedures for qualification-based selection, as authorized by 24 CFR 85.36(d)(3)(v). The evaluation criteria in the solicitation must address the qualifications and experience of prospective A/E firms for all tasks. The Authority shall

## **Garfield Housing Authority Statement of Procurement Policy**

evaluate such proposals for technical competence, select the best-qualified A/E, and negotiate a price for the initial task.

The Authority shall specify the optional task (design/construction) in the contract without a price because the full scope of the A/E services is not yet known. Upon successful completion of the initial task, the GHA pays the A/E the amount specified in the contract. If the Authority now wishes to exercise its option for the additional services, the Authority notifies the A/E accordingly and requests a proposal. The Authority conducts a cost analysis, enters into negotiations and establishes a mutually acceptable price for the design and construction phases. The Authority prepares a contract modification (executed by both parties) which authorizes the A/E to begin tile design/construction phase work at the negotiated price. If negotiations cannot be satisfactorily concluded, the Authority has no further obligation to the A/E and may issue a new competitive solicitation.

If the Authority wishes more than one specific service, the Authority may solicit for an indefinite-quantity of A/E services. The solicitation must state that the services contemplated are not related to a significant rehabilitation project, define in dollars "a significant rehabilitation project". Because this approach may provide the successful A/E with a substantial level of business and basically confers status as the "resident A/E," the contract shall contain a clause precluding the successful A/E from competing on related A/E work solicited by the Authority during the term of the contract if the other A/E work would result in an organizational conflict of interest (e.g., unfair competitive advantage or impairment of contractor objectivity).

With the exception of the full-service approach, the Authority should be sensitive to actual or potential conflicts of interest resulting from the same A/E who was involved in the related design/construction phase work.

### **e. Specific Considerations -Legal Services**

The employment of House Counsel is not covered by 24 CFR 85.36. PHA House Counsels are ineligible to receive procurement contracts for legal services. All services of a PHA House Counsel would be part of his/her employment contract and are not to be procured separately. Where legal services are desired outside of the scope of services provided by the PHA House Counsel, PHAs may use small purchase procedures if the effort is not expected to exceed \$17,500 in the aggregate (regardless of the number of years covered by the contract, but not to exceed two years without HUD approval).

Normally, if the level of the legal services required is expected to exceed the PHAs small purchase limit, competitive proposals should be used. Noncompetitive proposals may only be used when the other methods of procurement are not feasible, an exceptional case where none of the competitive methods can be used under the circumstances to meet the specific need for required legal services, and when additional circumstances apply; namely, legal services are available from only a single source; public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; after solicitation of a number of sources, competition is

## **Garfield Housing Authority Statement of Procurement Policy**

determined inadequate; or HUD authorized the use of non-competitive proposals (24 CFR 85.36(d)(4)). An example of a situation considered to violate the requirement of full and open competition in 24 CFR 85.36 would be a non-competitive award to an attorney on a retainer contract.

Contract for litigation services must meet HUD requirements, with the exception of litigation involving a PHA acting as a Section 8 private developer, a PHA must submit to HUD Regional Counsel for prior written concurrence any contact with a private attorney for litigation services involving a GHA program, project, or activity receiving loan, grant or subsidy assistance from HUD. If the services are estimated to cost not more than \$25,000 (although the Litigation Handbook sets a \$10,000 threshold for this requirement, this threshold has been superseded by the \$25,000 threshold under 24 CFR 85.36(g)(2)(ii)) this concurrence is not necessary.) Such contracts shall make provision for reasonable fees and reimbursement of necessary expenses. If additional funding or budget revision will be required to cover the cost of litigation services, the PHA shall consult appropriate Field and Regional Offices staff.

Upon receiving a request for concurrence where the contract amount is expected to exceed \$25,000, if Regional Counsel is satisfied that the PHA has not violated HUD requirements or is otherwise not at fault (in cases where the PHA is at fault, the Regional Counsel may authorize the limited use of program funds for the PHA's defense to facilitate settlement or obtain judicial definition of the required relief), the Regional Counsel shall concur in a request received from the PHA for approval of a contract for litigation services if he/she is also satisfied that: the contract contains adequate protection against fraud and abuse; the contract contains all mandatory provisions for professional service contracts for the program or activity giving rise to the litigation; and the contract amount is reasonable. The contract amount will be considered reasonable if it does not exceed the rates prevailing in the same or similar localities for the same or similar services or the PHA can demonstrate special circumstances that require payment of a higher amount. Regional Counsel's concurrence signifies that the attorney's fees (proposed contract priced) under the contract is an allowable project expense, but is not a certification that there are sufficient project funds available to cover the contract amount.

No contract for attorney's fees for litigation services entered into by any PHA which calls for an estimated maximum price in excess of \$100,000 may be approved by Regional Counsel without the prior concurrence of the program Associate General Counsel. Fixed-price proposals will be approved only where the issues are uncomplicated, extensive preparation probably is not required, and any trial that may ensue probably will not be lengthy. Ordinarily, a fixed-price proposal in excess of \$25,000 shall not be approved, but Regional Counsel may approve a higher amount for good cause. For additional information regarding the above litigation services requirements consult paragraphs 2-2f(3), 3-3b(3) and 5-4 of the HUD Litigation-Handbook.

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

### **E. NONCOMPETITIVE PROPOSALS**

1. *Conditions for use.* Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals and one of the following applies:

- a. The item is available only from a single source, based on a good faith review of available sources;
- b. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the GHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;

An emergency contract may be negotiated or awarded by the GHA without public advertising for bids and bidding therefore, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services, provided that the award of such contracts is made in the following manner:

1. the executive director or his designee shall give proper notice to the purchasing agent that an emergency exists, the need for a contract to address it, the nature of the emergency, the time of its occurrence, and the need for a noncompetitive procurement. If that person is satisfied that an emergency exists, that person shall be authorized to award a contract or contracts for such purposes as may be necessary to respond to the emergency needs. Such notification shall be reduced to writing and filed with the purchasing agent as soon as possible.
2. After completion of the contract, the contractor furnishing the services shall be paid the contract price.
3. For all contracts that in the aggregate are less than the bid threshold but 15 percent or more of that amount, and for those contracts that are for subject matter enumerated in [NJSA 40A:11-5], except for that subsection concerning professional services and that subsection concerning work by employees of the GHA, the GHA shall award a contract after soliciting two competitive quotations, if practicable. The award shall be made to the vendor whose response is most advantageous, price and other factors considered. The

## **Garfield Housing Authority Statement of Procurement Policy**

contracting officer shall retain the record of the quotation solicitation and shall include a copy of the record with the voucher used to pay the vendor.

4. When in excess of the bid threshold, and after documented effort by the contracting agent to secure competitive quotations, a contract for extraordinary unspecifiable services may be awarded upon a determination in writing by the contracting agent that the solicitation of competitive quotations is impracticable. Any such contract shall be awarded by resolution of the GHA Board of Commissioners.
  5. If authorized by resolution of the GHA Board of Commissioners, all contracts that are in aggregate less than 15 percent of the bid threshold may be awarded by the contracting agent without soliciting competitive quotations.
  6. Whenever two or more responses to a request of the GHA contracting agent offer equal prices and are the lowest responsible bids or proposals, the GHA may award the contract to the vendor whose response is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.
- c. HUD authorizes the use of noncompetitive proposals; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
2. *Justification.* Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the Contracting Officer.
  3. *Price reasonableness.* The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in paragraph IIIF below.

### **F. COST AND PRICE ANALYSIS**

1. *General.* A cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.
2. *Submission of Cost or Pricing Information.* If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the GHA (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:

## **Garfield Housing Authority Statement of Procurement Policy**

- a. a cost breakdown showing projected costs and profit;
  - b. commercial pricing and sales information, sufficient to enable the GHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
  - c. documentation showing that the offered price is set by law or regulation.
3. *Cost Analysis.* Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted: a cost analysis shall be performed of the individual cost elements; the GHA shall have a right to audit the contractor's books and records pertinent to such costs; and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the GHA shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.
4. *Price Analysis.* A comparison of prices shall be used in all cases other than those described in IIIF3 above.

### **G. CANCELLATION OF SOLICITATIONS AND REJECTION OF BIDS**

1. An invitation for bids, request for proposals, or other **solicitation may be canceled** before offers are due if: the GHA no longer requires the supplies, services or construction; the GHA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
2. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the GHA, prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith, or for good cause of a similar nature when it is in the best interest of the GHA.
3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

**Garfield Housing Authority  
Statement of Procurement Policy**

4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.
5. If all otherwise acceptable bids received in response to an invitation for bids are at unreasonable prices, or only one bid is received and the price is unreasonable, the GHA shall cancel the solicitation and either:
  - a. resolicit using a request for proposals; or
  - b. complete the procurement by using the competitive proposals method, following paragraphs IID3 and IID4 above (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method and following paragraph IIE2 above (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the GHA's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.
6. **Bids and offers may be rejected for the following causes:**
  - a. the GHA may by resolution of its Board of Commissioners disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the GHA Board finds that it has had **prior negative experience** with the bidder, as defined in [NJSA 40A: 11-4, b]. Such a disqualification shall meet the procedural requirements set out in [NJSA 40A: 11-4, c].
  - b. addition, the GHA may reject all bids for any of the following reasons;
    1. the lowest bid substantially exceeds the cost estimates for the goods or services;
    2. the lowest bid substantially exceeds the GHA's appropriation for the goods or services;
    3. the GHA decides to abandon the project for provision of goods or services;
    4. the GHA wants to substantially revise the specifications for goods or services;
    5. the purposes or provision of services is discovered to be in violation of Federal or New Jersey laws;
    6. the GHA decides to use a New Jersey state authorized procurement contract instead.



**Garfield Housing Authority.**  
**Statement of Procurement Policy**

**H. COOPERATIVE PURCHASING**

1. The GHA may enter into New Jersey and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The GHA is encouraged to use Federal or New Jersey excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.
2. Further, the GHA may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contacts between public procurement units and open-ended State Public Procurement Unit contracts, which are made available to local public procurement units. The Executive Director or the Director's designee shall be authorized to execute such agreements after determining all Authority procurement requirements have been met.
3. In compliance with governing Federal and New Jersey law, such cooperative contracting with qualified government agencies may be without advertising for bids, or having rejected all bids obtained pursuant to advertising thereof, the GHA may purchase any goods or services under any contract or contracts for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the New Jersey Department of the Treasury.
4. The GHA may also use, without advertising for bids, or having rejected all bids obtained pursuant to advertising, the Federal Supply Schedules of the General Services Administration, subject to the following conditions:
  - a. the price of goods or services being procured is no greater than the price offered to federal agencies
  - b. the Federal Supply Schedules may only be used for purchases up to \$500,00 per year and as otherwise restricted by New Jersey law.
  - c. the GHA receives the benefit of federally mandated price reductions during the term of the contract and is protected from price increases during that time
  - d. the price of the goods or services being procured is no greater than the price of the same or equivalent goods available under the State contract.

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

- e. a written record of the procurement is filed in compliance with New Jersey state requirements within five working days of the award of the contract.
5. Whenever it makes such a purchase, the GHA shall procure from the vendor offering the lowest price and shall maintain a written record of the procurement and how specifically it served the requirements of the GHA.

### **IV. CONTRACTOR QUALIFICATIONS, AND DUTIES**

#### **A. CONTRACTOR RESPONSIBILITY**

Procurements shall be conducted only with responsible contractors, i.e., those who have the technical and financial, competence to perform and who have a satisfactory record of integrity. Before awarding a contract, the GHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Nonprocurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other GHAs), and financial and technical resources. If a prospective contractor is found to be nonresponsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

#### **B. SUSPENSION AND DEBARMENT**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies (e.g., Department of Labor for violation of Secretary of Labor regulations) when necessary to protect the GHA in its business dealings.

#### **C. QUALIFIED BIDDER'S LISTS AND STATE REGISTERED CONTRACTORS**

Interested businesses shall be given an opportunity to be included on qualified bidder's lists. Any prequalified lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such prequalified suppliers.

The GHA, in compliance with the New Jersey *Public Works Contractor Registration Act*, [NJSA 34:11-56.48, et seq] shall make all reasonable efforts to assure that any contractor to which it awards a construction contract shall be in compliance with the provisions of such act, and shall be properly registered with the State of New Jersey as a bona fide contractor qualified to do business in this state.

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

### **V. TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION**

#### **A. CONTRACT TYPES**

Any type of contract which is appropriate to the procurement and which will promote the best interests of the GHA may be used, provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the GHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR Chapter 1). A time and material contracts may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

#### **B. OPTIONS**

Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation; (ii) the option is a unilateral right of the GHA; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the GHA than conducting a new procurement.

#### **C. CONTRACT CLAUSES**

In addition to containing a clause identifying the contract, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(i), such as the following:

1. Termination for convenience,
2. Termination for default,
3. Equal Employment Opportunity,
4. Anti-Kickback Act,
5. Davis-Bacon provisions of the United States Housing Act of 1937,
6. Contract Work Hours and Safety Standards Act, reporting requirements,

# **Garfield Housing Authority Statement of Procurement Policy**

7. Patent rights,
8. Rights in Data,
9. Examination of records by Comptroller General, retention of records for three years after closeout,
10. Clean air and water,
11. Energy efficiency standards,
12. Bid protests and contract claims,
13. Value engineering, and
14. Payment of funds to influence certain Federal transactions.

The operational procedures required by section IIA of this statement shall contain the text of all clauses and required certifications (such as required non-collusive affidavits) used by the GHA.

## **D. CONTRACT ADMINISTRATION**

A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. The operational procedures required by Section IIA above shall contain guidelines for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in FAR Subpart 31.2.

In administering all of its contracts, the GHA will follow the requirements and suggestions set forth in the HUD Procurement Guidebook, HUD 7460.8, Rev h.

## **VI. CONTRACT SPECIFICATIONS**

### **A. GENERAL**

All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the GHA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase (but see VIII below). For

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

### **B. LIMITATIONS**

The following specification limitations shall be avoided: geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements; brand name specifications (unless a written determination is made that only the identified item will satisfy the GHA's needs); brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any New Jersey licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the GHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

## **VII. APPEALS AND REMEDIES**

### **A. GENERAL**

It is the GHA's policy to resolve all contractual issues informally at the GHA level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the GHA level. When appropriate, the GHA may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute, to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the GHA to review a complaint or protest.

### **B. BID PROTESTS**

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

### **C. CONTRACT CLAIMS and LEGAL AND CONTRACTUAL REMEDIES**

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to a higher level in the GHA, such as the Executive Director or a designated

## **Garfield Housing Authority Statement of Procurement Policy**

Board member, or a Procurement Appeals Board . In addition, the GHA has set out the following guidelines consistent with HUD procurement guidelines

1. *Right to Protest.* Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Authority. The protest shall be submitted in writing within 3 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
2. *Authority to Resolve Protests.* The Authority shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be exercised in accordance with approval of the Board of Commissioners.
3. *Decision.* If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. The decision shall:
  - a. state the reasons for the action taken; and
  - b. inform the protestant of its right to judicial or administrative review.
4. *Notice of Decision.* A copy of the decision under Subsection 3 of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. *Finality of Decision.* A decision under Subsection 3 of this Section shall be final and conclusive, unless fraudulent, or;
  - a. any person adversely affected by the decision commences an action in court.
  - b. any person adversely affected by the decision appeals administratively to the Authority's Board.
6. *Stay of Procurement During Protests.* In the event of a timely protest the Authority shall not proceed further with the solicitation or with the award of the contract unless advised by counsel.

### **Authority to Debar or Suspend**

1. *Authority.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Executive Director or his designee, after consultation, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. The Executive Director or his designee, after consultation, shall have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three months. The authority to debar or suspend shall be exercised in accordance with regulations promulgated by the Board of Commissioners.
2. *Causes for Debarment or Suspension.* The causes for debarment or suspension include the following:

## **Garfield Housing Authority Statement of Procurement Policy**

- a. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
  - b. conviction under State or Federal Statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;
  - c. conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
  - d. violation of contract provisions, as set forth below, of a character which is regarded by the Authority to be so serious as to justify debarment action: (i) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or (ii) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform the control of the contractors shall not be considered to be a basis for debarment;
  - e. any other cause the Authority determines to be so serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity for any cause; and
  - f. for violation of the ethical standards.
3. *Decision.* The Contract Officer shall issue a written decision to debar or suspend. The decision shall:
- a. state the reasons for the action taken; and
  - b. inform the debarred or suspended person involved of its rights to judicial or administrative review as provided in this Article.
4. *Notice of Decision.* A copy of the decision under Subsection 3 of this Section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.
5. *Finality of Decision.* A decision under Subsection 3 of this Section shall be final and conclusive, unless fraudulent, or
- a. the debarred or suspended person commences an action in court;
  - b. the debarred or suspended person appeals administratively to the Authority Board.

**Garfield Housing Authority  
Statement of Procurement Policy**

**VIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES**

**A. REQUIRED EFFORTS**

1. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the GHA shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of a GHA project are used when possible. Such efforts shall include, but shall not be limited to:
  - a. Including such firms, when qualified, on solicitation mailing lists;
  - b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
  - f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and 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 described in 24 CFR 135;
  - g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A1.a through A1.f above.
2. Goals may be established by the GHA periodically for participation by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the project, in the GHA's prime contracts and subcontracting opportunities.

**B. DEFINITIONS**

1. A *small business* is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the GHA determines that their use is inappropriate.



# **Garfield Housing Authority Statement of Procurement Policy**

2. A *minority-owned business* is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 5,1% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.
3. A *women's business enterprise* is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.
4. A *labor surplus area business* is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.
5. A *business concern located in the area of the project* is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.
6. In all of its contracting where its provisions apply, the GHA will abide by *Section 3 of the Housing and Urban Development Act of 1968*, and will require its contractors to meet the provisions of that Section 3.

## **IX. ETHICS IN PUBLIC CONTRACTING**

### **A. GENERAL**

The GHA shall adhere to the following code of conduct, consistent with applicable New Jersey or local law.

### **B. CONFLICT OF INTEREST**

No employee, officer or agent of the GHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

# **Garfield Housing Authority**

## **Statement of Procurement Policy**

1. An employee, officer or agent involved in making the award;
2. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
3. His/her partner, or,
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

### **C. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION**

GHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

### **D. PROHIBITION AGAINST CONTINGENT FEES**

Contractors shall not retain a person to solicit or secure a GHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

### **E. ADDITIONAL STANDARDS OF CONDUCT**

In addition to the general HUD principles set out above, the GHA has adopted the following set of standards for the conduct of its employees and contractors.

Employment is a public trust. It is the policy of the Authority to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the Authority. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Authority's procurement organization. To achieve this purpose, it is essential that those doing business with the Authority also preserve the ethical standards prescribed herein.

# **Garfield Housing Authority Statement of Procurement Policy**

## **General Standards of Ethical Conduct**

Any attempt to realize personal gain through public employment by conduct inconsistent with proper discharge of the employee's duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Section is also a breach of ethical standards. It is therefore essential that contractors understand the required standards of ethical conduct.

### **Conflict of Interest -General**

#### **Annual Contributions Contract**

Section 515 of the Annual Contributions Contract (ACC) prohibits a Housing Authority from entering into any Contract, Sub-Contract or any arrangement in connection with a Housing Authority project or property in which any Commissioner, employee or Officer of the Authority, or any member of the Governing Body of the Municipality in which such Housing Authority is located has any interest direct or indirect; and further, it specifically prohibits an individual belonging to any of the above noted categories from having any interest, direct or indirect in the ACC or the proceeds thereof. This provision of the ACC commonly known and referred to as the **Conflict of Interest Provision**, covers a variety of situations including that of **employment**.

If a **Contract or Arrangement**, whether for employment or other- wise, creates an interest prohibited under Section 515, such a **Contract or Arrangement** constitutes a violation of the terms of Section 515; and a **conflict of interest** is thereby created.

The purposes of Section 515 are to eliminate the use of **Political Influence** or **Special Favors**, to prevent any appearance of impropriety or the impairment of public confidence in the integrity of the Housing Authority's operations and of HUD's oversight of such operations.

### **Employee Conflict of Interest**

#### **1. Conflict of Interest**

It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:

- a. the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement. (Other family members having a financial interest may be deemed "immediate family" by the Executive Director or Board of Commissioners).
- b. the employee, or any member of the employee's immediate family, has financial interest in the business or organization pertaining to the procurement; or
- c. the employee, or any member of the employee's immediate family, is negotiating or has an arrangement concerning prospective employment by the person(s) business or organization involved in the procurement.

# **Garfield Housing Authority Statement of Procurement Policy**

## **2. Financial Interest in Blind Trust ~**

Where an employee or any member of an employee's family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest provided that disclosure of the existence of the blind trust has been made to the Authority.

## **3. Discovery of Actual or Potential Conflict of Interest, -- Disqualification and Waiver upon Discovery of an Actual or Potential Conflict of Interest**

Employees shall promptly file a written statement of disqualification and withdraw from further participation in the transaction involved. The employee may, at the same time, apply to the Authority for an advisory opinion as to what further participation, if any, the employee may have in the transaction.

## **4. Notice**

Notice of this prohibition shall be provided in accordance with regulations promulgated by the Authority.

## **Employee Disclosure Requirements**

### **1. Disclosure of Benefit Received from Contract**

Any employee who has, or obtains any benefit from, any Authority contract with a business in which the employee has a financial interest shall report such benefit to the Authority; provided, however, this Section shall not apply to a contract with a business where the employee's interest has been placed in a disclosed blind trust.

### **2. Failure to Disclose Benefit Received**

Any employee who knows or should have known of such benefit, and fails to report such benefit to the Authority is in breach of the ethical standards of this Section.

### **3. Notice**

Notice of this requirement shall be provided in accordance with regulations of the Authority.

## **Gratuities and Kickbacks**

### **1. Gratuities**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, preparation of any part of a program requirement, or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract or order.

# **Garfield Housing Authority Statement of Procurement Policy**

## **Restrictions on Employment of Present and Former Employees**

### **1. Concurrent Employment Prohibited**

Except as may be permitted by regulations or rulings of the Authority, it shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such employee, the employee of any person contracting with the governmental body by whom the employee is employed.

### **2. Restrictions on Former Employees in Matters Connected with Their Former Duties**

**Permanent Disqualification of Former Employee Personally Involved in a Particular Matter:** It shall be a breach of ethical standards for any former employee, within one year after cessation of the former employee's official responsibility, knowingly to act in connection with any: (i) judicial or other proceeding application, request for a ruling, or other determination (ii) contract; (iii) claim; or (iv) charge or controversy; in matters which were the former employee's official responsibility where the Authority is a party or has a direct or substantial interest.

### **3. Disqualification of Business When an Employee has a Financial Interest**

It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the Authority in connection with any:

- a. judicial review or other proceeding, application, request for a ruling, or other determination;
- b. contract;
- c. claim; or
- d. charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the Authority is a party or has a direct and substantial interest.

### **4. Selling of Supplies and/or Equipment and Services**

It shall be a breach of ethical standards for any former employee to engage in selling or attempting to sell supplies, services, or construction to the Authority for one year following the date employment ceased.

The term "sell" as used therein means signing a bid, proposal, or contract; negotiating changes in specifications, price, cost allowances, or other terms of a contract; or any other Liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the Authority nor shall a former employee be precluded from serving as a consultant to the Authority.

# **Garfield Housing Authority Statement of Procurement Policy**

## **5. Use of Confidential Information**

It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain of any other person.

### **Civil and Administrative Remedies Against Employees Who Breach Ethical Standards**

#### **1. Existing Remedies Not Impaired**

Civil and administrative remedies against employees which are in existence on the effective date of this policy shall not be impaired.

#### **2. Supplemental Remedies**

In addition to existing remedies for breach of ethical standards or regulations issued hereunder, the Authority may impose one or more of the following:

- a. oral or written warnings or reprimands;
- b. suspension with or without pay for specified period of time; and
- c. termination of employment.

#### **3. Right to Recover From Employees Value Received in Breach of Ethical Standards**

The value of anything received by an employee in breach of the ethical standards of this Article or regulations promulgated hereunder shall be recoverable by the Authority.

#### **4. Due Process**

All procedures under this Section shall be in accordance with due process requirements and existing law. In addition, notice and an opportunity for a hearing shall be provided prior to imposition of any suspension or termination or employment.

### **Civil and Administrative Remedies Against Non-Employees Who Breach Ethical Standards**

#### **1. Existing Remedies Not Impaired**

Civil and Administrative remedies against non-employees which are in existence on the effective date of this policy shall not be impaired.

#### **2. Supplemental Remedies**

- a. written warning or reprimands;
- b. termination of transactions; and
- c. debarment or suspension from being a contractor or sub-contractor under Authority contracts.

#### **3. Right to Recover from Non-Employee Value Transferred in Breach**

## **Garfield Housing Authority Statement of Procurement Policy**

The value of anything transferred in breach of ethical standards of this policy or regulations issued hereunder by a non-employee shall be recoverable by the Authority.

### **4. Right of the Authority to Debar or Suspend**

Debarment or suspension may be imposed by the Authority in accordance with procedures established by the Authority for breach of ethical standards of this policy.

### **5. Due Process**

All procedures under this Section shall be in accordance with due process requirements, including, but not limited to, a right to notice and an opportunity for a hearing prior to imposition of any termination, debarment, or suspension from being a contractor or subcontractor under an Authority contract.

## **Recovery of Value Transferred or Received in Breach of Ethical Standards**

### **1. General Provisions**

The value of anything transferred or received in breach of the ethical standards of this policy or regulations promulgated hereunder by an employee or a non-employee may be recovered from both the employee and non-employee.

### **2. Recovery of Kickbacks by the Authority**

Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Authority, and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

List of Appendices Relevant to GHA Procurement  
HUD Handbook 7460.8

<u>Appendix</u>	<u>Sample</u>
1.	Statement of Procurement Policy for PHAs
4.	Annual Procurement Plan (table matrix)
5.	Individual Procurement Planning Checklist & Tracking Chart
6.	Procurement Log/Register
7.	Procurement Request Form
8.	Purchase Order Form & Small Purchase Documentation Form
9.	IFB Cover Letter
10.	RFP Cover Letter & Proposal Preparation Instructions Outline
11.	HUD 5369, Instructions to Bidders for Contracts
	HUD 5369-A, Representations, Certifications and Other Statements of Bidders
12.	HUD 5369-B, Instructions to Offerors, Non-Construction
	HUD 5369-C, Certifications and Representation of Offerors, Non-Construction
13.	HUD 5370, General Conditions of the Contract for Construction
14.	HUD 5370-C, General Contract Conditions, Non-Construction
15.	HUD 51915, Contract for Architect/Engineer (A/E) Services (General)
	51915.1, Contract for Architect/Engineer (A/E) Services (CFP only)
16.	Solicitation Cover Sheet
	Contract Award Document
	Amendment of Solicitation
17.	Cooperative Purchasing Agreements
	MOU for Cooperative Purchasing
	Purchase Agreement
	Agreement to Lease/Loan Equipment
	Joint Use of Warehouse Facilities
	Intergovernmental Agreement for Police/Fire Services
18.	Bid Bond Form
19.	Performance Bond Form
	Labor and Material Payment Bond Form
20.	Summary of Contract Types
21.	Notice to Proceed
22.	Modification of a Contract Form
23.	Contract File Checklist/ Table of Required Items
24.	Format and Instructions for Preparing a Statement of Work (SOW)
25.	Procurement File Documentation for Small Purchases (Purchase Orders)
26.	Invitation for Bids (IFB) Documentation
27.	Request for Proposals (RFP) Standard Format
28.	Other Contract Clauses (for inclusion in GHA contracts, as necessary)
29.	Limitation of Cost Clauses (for inclusion in GHA contracts, as necessary)
30.	Checklist for Determining Contractor Responsibility
31.	The Step Up Program Rule & Related Documents, (including PIH Notice 92-01-SL for related PHA Training and Employment Initiatives)
32.	RFP for an In-house Computer System (includes many related documents)