

**City of Paterson, NJ**  
**Pool of General Contractors for Homeowner Rehabilitation Projects**  
**Request for Qualifications**



<b>Schedule</b>	<b>Date</b>
RFQ Posted	June 16, 2025
Question Due Date	June 23, 2025
Proposals Due Date	July 1, 2025
Evaluation of Proposals	July 8, 2025
Award Announcements (via email)	July 15, 2025
Estimated Project Timeline	07/01/2025-06/30/2027

**The City of Paterson**  
**Department of Community Development**  
125 Ellison Street, 2<sup>nd</sup> Floor,  
Paterson, New Jersey 07505  
(973) 321-1212

## **A. NOTICE**

Notice is hereby given that the City of Paterson (City) is seeking sealed bid proposals for:

### **Pool of General Contractors for the Homeowner Rehabilitation Program Projects**

Solicitations may be obtained from the City of Paterson website at: <https://www.patersonnj.gov/department/division.php?structureid=151> or in person at the Department of Community Development located at 125 Ellison Street, 2<sup>nd</sup> Fl., Paterson, NJ 07505.

For questions about this Request for Qualifications, please email [bmclennon@patersonnj.gov](mailto:bmclennon@patersonnj.gov), [yltorrez@patersonnj.gov](mailto:yltorrez@patersonnj.gov), and [drolon@patersonnj.gov](mailto:drolon@patersonnj.gov) no later than Monday, June 23, 2025.

**Proposals will be accepted until 2:00 p.m., Tuesday, July 1, 2025.**

**Proposals must be submitted:**

**Via hand delivery or mailed certified to:**

Department of Community Development  
125 Ellison Street, 2<sup>nd</sup> Fl., Paterson, NJ 07505.

## **i. PURPOSE**

The City is seeking to acquire proposals from qualified General Residential Contractor firms with significant, verifiable experience in completing various types of housing rehabilitation projects for residential dwellings.

The types of services to be rendered include the following:

- Correcting municipal code violations
- Safety and health related repairs, such as plumbing, electrical and code related repairs
- Heating/Ventilation/Air Conditioning repairs or replacement (excluding window units)
- Structural repairs
- Emergency repairs: lack of water or heat; roof repair

As each homeowner rehabilitation project is determined, the approved pool of contractors will be invited to submit a sealed bid for that particular project.

Interested general contractor firms shall submit qualification statements, performance data and other information related to the proposed Scope of Services. Responses will be evaluated by City staff and/or designated consultant.

Firms that do not provide the information requested, or which fail to meet the minimum qualification criteria, shall be disqualified from further consideration.

## **ii. BACKGROUND**

The City receives funds from the U.S. Department of Housing and Urban Development (HUD)

through the Community Development Block Grant (CDBG) Program. The Homeowner Rehabilitation Program is funded through the CDBG Program, which provides essential housing repairs/rehabilitation up to \$24,950 per eligible household. The City will utilize a Pool of General Contractors for the rehabilitation portion of these projects.

Any vendor (including vendors currently under contract with the City of Paterson) that wishes to be part of the new pool of contractors must submit a response to this solicitation.

### **iii. SCOPE OF WORK**

The General Contractor services required include, but are not necessarily limited to the following:

- Complete residential homeowner rehabilitation project according to the specifications and requirements provided by the City or its designated Consultant.
- Submit permits (and drawings) for construction repairs as required.
- Produce quality work.
- Abide by and adhere to all conditions and requirements of the rehabilitation program.
- Complete all repairs in a prompt/timely manner, and within budget.
- Effectively practice sound financial business practices and fiscal responsibility.
- Establish and maintain professional and pleasant rapport with the City, its designated Consultant, and property owners.

### **iv. MINIMUM PROPOSALS/BIDS REQUIRED**

This RFQ is intended to collect at least three (3) or more qualified Contractors and there is no maximum to the number of Qualified Contractors that can be included in the approved Pool of Contractors List. Each project will require at least two (2) or more responsible bidders being identified as willing and able to compete effectively for the business.

### **i. POST AWARD PROCESS**

#### **Approved Pool of Vendors**

Following the selection process, contractors approved for inclusion in the pool will be notified via email and provided with a service agreement for execution. Proposers not selected will be notified via email. Upon execution of the agreement and submission of all required documentation, approved contractors will be invited to bid on individual rehabilitation projects as they become available. The City reserves the right to limit the number of project assignments for each contractor until satisfactory completion and closeout of at least two initial projects is demonstrated. Contractors interested in responding to this RFQ may request a sample Service Agreement by the deadline to submit questions listed on page 1 of this RFQ.

It is understood that the service agreement establishes an independent contractor relationship; as such, neither the contractor nor its employees shall be considered employees of the City for purposes of income taxation, retirement benefits, social security, workers' compensation, or any

other regulatory requirements.

### **Project Order of Operations**

- Inspection completed at the property by Program Inspector.
- Determination of compliance with the Lead Safe Housing Rule and 24 CFR Part 35 is completed on all dwellings before 1978.
- Work specifications with pictures and checklist completed for each project by the Program Inspector or designated consultant.
- Work specifications approved by the City's Department of Community Development or its designed Consultant per the Program Policies and Procedures.
- Mandatory Pre-bid meeting is set up at the property (all approved contractors invited).
- Bid due date/time is typically set up for 7 to 10 business days following the mandatory pre-bid meeting.
- Bids must be submitted on time in a sealed envelope with no uninitialed corrections.
- Project is awarded to the lowest-responsible bidder; if less than two qualified firms are not able and willing to effectively compete for the business the project is re-bid.
- The Contractor, Homeowner, and City of Paterson execute a Tri-Party Agreement also known as the Construction Agreement.
- A Notice to Proceed is issued which allows the work to commence. No work that requires a building permit may commence until the permit is approved.

Contractors interested in responding to this RFQ may request a sample Tri-Party Agreement by the deadline to submit questions listed on page 1 of this RFQ.

### **B. Contract Terms and Requirements**

#### **i. Contract Length of Time**

An accepted and approved proposal should be for the proposed contract period starting July 1, 2025, and ending in approximately (24) twenty-four months, June 30, 2027.

#### **ii. License and Permit Requirements**

General Residential Contractor firm, its contractors, subcontractors, material men, laborers, and other persons performing services relating to the Project must hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of New Jersey and the City of Paterson to work on the Project.

#### **iii. Insurance and Indemnification Requirements**

The contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrences of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The contractor further covenants and agrees to indemnify and save harmless the City from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City regulation, ordinance or the laws of the State, or the United States while said work is in progress.

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrences and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. The contractor shall provide evidence of errors and omissions insurance with a minimum limit of \$1,000,000.00 per occurrences.

#### **WAIVER OF SUBROGATION CLAUSE**

Contractor, as a material part of the consideration to be rendered to the City, hereby waives all claims against the City for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the City exempt and harmless from any damages and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by contractor or from failure to the contractor to keep the premises in good condition and repair as herein provided.

#### **CERTIFICATE OF INSURANCE**

To be deemed a qualified contractor under this RFQ, respondents must submit Certificates of Insurance demonstrating current coverage for General Liability, Workers' Compensation/Employer's Liability, Automobile Liability, and Errors and Omissions insurance. Evidence of continued coverage will be required prior to the commencement of any professional services or individual rehabilitation projects. Such documentation must be received and approved no later than the execution of each project-specific contract. All Certificates of Insurance must name the City of Paterson as an additional insured and list the following as the certificate holder:

City of Paterson, City Hall, 155 Market Street, Paterson, New Jersey 07505

The certificate must include a 30-day notice of cancellation.

#### **C. PROPOSAL SUBMISSION**

- i. Proposals must include the following information and be submitted in the same order as follows:
  1. Title Page (see Attachment C)
  2. Statement of Qualifications for residential rehab and rehabilitation work
    - A minimum of two (2) years of experience. Please provide proof of such experience.
    - Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
  3. References/Proof of relevant projects, including the names and telephone numbers of references

4. Evidence of Insurance/Copy of Certificate(s) of Insurance (see Section B(iii))
5. Proof of Licensing Copy of current NJ contractor's license
  - State of New Jersey General Contractor and/or Residential Builder License
  - Copy of Business License in service area
  - Certification for Lead-Based Paint Renovator Credential (strongly encouraged, but not required)
  - Copy of active registration on SAM.gov website and Unique Entity ID Number (UEI).

All responses to this Request for Qualifications (RFQ) must be submitted in **hard copy via hand delivery mail or certified mail. Electronic submissions will not be accepted.** It is the sole responsibility of the respondent to ensure that the submission is **received** by the CITY OF PATERSON, DEPT. OF COMMUNITY DEVELOPMENT no later than **Tuesday, July 1, 2025 by 2:00 p.m.** Submissions that are postmarked by the deadline but not received by the due date and time will not be considered.

All submissions must be sealed and clearly labeled with the name of the respondent and the title of the RFQ. Responses should be mailed to:

CITY OF PATERSON  
Department of Community Development  
125 Ellison street, 2<sup>nd</sup> Floor  
Paterson, NJ 07505  
**ATTENTION: HOMEOWNER REHAB PROGRAM**

Late submissions will not be accepted or reviewed. No exceptions will be made.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL OR FAX.**

## ii. **EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

All proposals received by the deadline will be reviewed for completeness and compliance with the submission requirements outlined in this RFQ. Qualified proposals will then be evaluated using a standardized scoring rubric based on the criteria described herein. A sample scoring rubric is included as **Attachment B** for reference. The evaluation process will consider the contractor's relevant experience, capacity to perform, references, certifications, and required documentation.

After contracts have been executed with the awarded pool of contractors, those contractors will be invited to bid on specific homeowner rehabilitation projects on an as-needed basis. The City reserves the right to limit the number of projects assigned to a first-time contractor until they have demonstrated the ability to satisfactorily complete and close out at least two projects.

Issuance of this RFQ does not commit the City to award a contract or to pay any costs incurred in the preparation of responses. The City reserves the right to reject any or all submissions, to cancel this RFQ in whole or in part, and to negotiate with any or none of the respondents.

**D. Appeals Procedure:**

Any proposer who believes they have been unfairly excluded from the selection process or who believes that the procurement process has not been conducted in accordance with applicable regulations may submit a written appeal. Appeals must be received within ten (10) business days of notification of non-selection and must be sent to:

City of Paterson, Department of Community Development  
Attn: [Director Barbara Blake-McLennon]  
125 Ellison Street, 2<sup>nd</sup> Floor,  
Paterson, New Jersey 07505  
[bmclennon@patersonnj.gov](mailto:bmclennon@patersonnj.gov)

The appeal must include the specific reasons for the appeal and any supporting documentation. A written response will be provided within five (5) business days of receipt. The decision of the agency shall be final.

**Attachments:**

- 1) Attachment A: Projects with Federal Funding Requirements
- 2) Attachment B: Sample Scoring Rubric
- 3) Attachment C: Proposal Title Page



**ATTACHMENT A**  
**PROJECTS WITH FEDERAL FUNDING REQUIREMENTS**

**Conflict of Interest**

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  1. Respondent may have an unfair competitive advantage; or
  2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Paterson that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City, the City may disqualify the respondent.
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the City, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer, or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on or in the proceeds of any such contract.

**Equal Employment Opportunity (Executive Order 11246, As Amended)**

1. The Contractor will not discriminate against any employee, or any applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants that are employed (and employees are treated equally during employment) without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). If at all possible, the Contractor shall use personnel and or subcontractors from the target area.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will cause the foregoing provisions (Paragraph 1 and 2) to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the said foregoing provisions shall not apply to contract for standard commercial supplied or raw materials.
4. The Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, in that the Contractor does not on the grounds of race, color, religion, sex, national origin, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance. Furthermore, the Contractor herein assures PJ/GRANTEE NAME that the said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved together with other applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its range of applicability. The Contractor will adhere to these instructions as outlined in that certain document marked "Standard Federal Equal Opportunity Construction Contract Specifications, (Executive Order 11246, As Amended)".

**Anti-Lobbying Certification:**

Contractors and subcontractors who are awarded contracts in excess of \$100,000 must certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract. If non-federal funds are used for lobbying, full disclosure must be made on Standard Form-LLL (Disclosure of Lobbying Activities).

**Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City **in writing** specifying the regulation which requires alteration. The City reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**Assignment or Transfer**

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City. Claims for sums of money due, or to become due from the City pursuant to

the contract may be assigned to a bank, trust company or other financial institution. The City is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

#### **Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

#### **Permits and Licenses**

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

#### **Taxes**

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City harmless in every respect against tax liability.

#### **Standards of Conduct**

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The City reserves the right to remove any company's employee from any site for any reason.

#### **Federal, State, and Local Reporting Compliance**

The firm shall provide such financial and programmatic information as required by the City to comply with all Federal, State, and local law reporting requirements.

#### **Nondiscrimination**

The firm agrees that it will abide by Federal, State and Local Laws, and City of Paterson ordinances incorporated by reference herein.

#### **Section 3 Clause**

When applicable every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development if applicable. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

#### **Davis Bacon Requirements**

When applicable, contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized,

verification of wage payments, review of payroll records and on the site interviews with laborers.

### **BABA Requirements**

BABA The Build America, Buy America (BABA) Act, part of the Infrastructure Investment and Jobs Act, mandates that all iron, steel, manufactured products, and construction materials used in federally funded infrastructure projects must be produced in the United States. The purpose of BABA is to strengthen domestic manufacturing and supply chains, support American jobs, and ensure that taxpayer dollars are invested in U.S.-made goods. For CDBG-funded infrastructure projects, subrecipients must ensure compliance with BABA requirements unless a specific waiver has been granted by HUD. Projects with one- to four units are classified as private and not subject to BABA. Housing projects with five or more units should be considered as public infrastructure subject to BABA unless another BABA waiver or exemption applies.

### **Debarment and Suspension:**

In accordance with 2 CFR Part 180 and 2 CFR Part 2424, by submitting qualifications, the proposer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded contract. The proposer further agrees to verify this status using the federal System for Award Management (SAM.gov) prior to entering into any subcontract using federal funds.

### **Notices**

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City shall be addressed as provided in the contract.

### **Cancellation**

Irrespective of any default hereunder the City may at any time, at its discretion, cancel the contract in whole or in part. Furthermore, if HUD cancels the grant funding for any reason this contract will end. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed correctly and accepted prior to such termination or cancellation as shall be indicated in the contract.

### **Laws**

The laws of the State of New Jersey and applicable federal law shall govern the contract.

### **Contract Documents**

Written contract documents will be prepared by the City. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular procurement or contract.

**Attachment B**  
**Sample Scoring Rubric**

<b>Criteria</b>	<b>Maximum Points</b>	<b>Description</b>
Relevant Experience	30	Experience with similar residential rehabilitation projects, including HUD-funded work.
Capacity to Perform	25	Demonstrated ability to manage multiple projects; availability of qualified staff.
References and Past Performance	20	Quality of references and track record of completing projects on time and within budget.
Licensing and Certifications	15	Possession of required contractor licenses and certifications (e.g., Lead Renovator).
Compliance and Insurance Documentation	10	Submission of required documents: liability insurance, workers' comp, etc.
<b>Total</b>	<b>100</b>	



## Pool of General Contractors for Homeowner Rehabilitation Program Request for Qualifications

For

General Contractor Company: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

**All sealed proposals must be hand delivered to or mailed certified mail to:**

**The City of Paterson**  
**Department of Community Development**  
125 Ellison Street, 2<sup>nd</sup> Floor,  
Paterson, New Jersey 07505  
(973) 321-1212