

“NOTICE OF PROPOSAL”

FOR

ELECTRICAL MAINTENANCE SERVICES

24-008

HOUSING AUTHORITY OF THE CITY OF SUMMIT
512 SPRINGFIELD AVENUE
SUMMIT, NJ 07901

SECTION I
NOTICE TO CONTRACTORS

**HOUSING AUTHORITY OF THE CITY OF SUMMIT
512 SPRINGFIELD AVENUE
SUMMIT, NEW JERSEY 07901**

NOTICE TO CONTRACTORS

Notice is hereby given that Proposals will be received by the Executive Director of the Housing Authority of the City of Summit (SHA) at 512 Springfield Avenue, New Jersey 07901 on **Tuesday, December 12, 2023, at 12:00 p.m.** for Electrical Maintenance Services in accordance with the Specifications and Information to Contractor prepared by the SHA.

Information to Contractors, Form of Proposal, and Specifications may be obtained by email request to procurement@summitnja.org or on the SHA website at www.summitnja.org.

Contractors are required to schedule a mandatory site visit. Such site visits may be scheduled by contacting the Maintenance Supervisor at 908-347-0806.

Each contractor shall submit one (1) original and one (1) copy of the Proposal enclosed in a sealed envelope and addressed to the SHA, bearing the name of the Contractor, upon which shall be designated:

PROPOSAL – “ELECTRICAL MAINTENANCE SERVICES”

The SHA reserves the right to reject any and all proposals, to waive any informalities or to accept the proposal which in its judgment shall be in the best interest of the SHA. Proposal must be prepared and submitted in standard proposal form in the manner designated within the information.

By: Keith Kinard
Executive Director

INFORMATION FOR CONTRACTORS

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INFORMATION TO CONTRACTORS

1-1 Specifications

Persons desiring to make a Proposal will find included herewith specifications and Proposal blank. The specifications are to be considered as and shall form a part of the Contract to be executed by the successful Contractor. The time at which Proposal will be received will be found in the published notice calling for Proposal. Copies of the specifications may be obtained by email request to procurement@summitnjha.org or on the SHA website at www.summitnjha.org.

1-2 Proposal to be Made on Form Provided

Proposal must be made upon the blank form provided and attached to the specifications. All blank spaces in the Proposal, excepting as otherwise noted, must be filled in and no change shall be made in the phraseology of the Proposal or of the items mentioned therein.

All information which may be requested of the Contractor in any part of these specifications shall be included with his Proposal.

All erasures, interpolations or other physical changes on the Proposal form shall be signed or initialed by the Contractor. Proposal containing any conditions, omissions, erasures, alterations, or items not called for in the Proposal, or irregularities of any kind, may be rejected by the SHA as being incomplete.

1-3 Proposal in Words and Figures

The price shall be printed in ink in both words and figures. Any Proposal which fails to name a price both in words and in figures per unit for each and every item, wherein quantities are given, may be held to be informal and may be rejected. In case of any discrepancy between the price written in words and that given in figures, the price written in words will be considered as the Proposal. In case of any error in extensions, the unit price shall be considered as the Proposal.

1-4 Proposal

Each Contractor must submit one (1) original and one (1) copy of the Proposal enclosed in an envelope bearing the name and address of the Contractor, addressed to the SHA and endorsed "PROPOSAL – Electrical Maintenance Services".

1-5 Knowledge of Conditions and Requirements

The Proposal will be held to have been made with full knowledge of the conditions and requirements including the physical characteristics necessary for an accurate Proposal. The SHA assumes no responsibility with respect to ascertaining for the Contractor the facts of these physical characteristics. The Contractor shall be held to be aware of the SHA's requirements prior to the time of submitting Proposal and to have appraised all conditions under which the Contract is to be performed.

Contractors are required to schedule a mandatory site visit. Such site visits may be scheduled by calling the Maintenance Supervisor at 908-347-0806.

1-6 Compliance with All Laws

The successful Contractor will be required to keep himself informed and to comply with all federal, state, county and local laws, ordinances, and regulations as such may apply.

1-7 Payment

The Contractor shall submit a bill for all work completed during the preceding month and the SHA will make payment to the Contractor upon verification thereof, subject to paragraphs 1-8 and 1-9, and as authorized at the regular monthly meeting of said SHA.

1-8 Payment Withheld

The SHA may withhold, or on account of subsequently discovered evidence, payment as may be necessary to protect the SHA from loss because of:

- (a) Defective product not corrected.
- (b) Damage to another Contractor, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

1-9 Guaranty

The Contractor shall guarantee all labor and materials for a period of one (1) year, from the date of acceptance of the work by the SHA, making all needed corrections during the guarantee period. Contractor agrees that during said periods, the SHA may retain out of monies payable to him under this Agreement the sum of **TEN PERCENT** (10%) of the amount of the Contract; and that, should Contractor fail to make the necessary corrections at once after due notice from the SHA, the SHA may expend the same or so

much thereof as may be required in making the needed corrections; provided, however, that in case of emergency, where in the opinion of the SHA it would cause serious loss or damage, the SHA may make corrections without previous notice and at the expense of the Contractor.

1-10 Risk and Indemnification Assumed by Successful Contractor

The Contractor shall be the insurer of the SHA, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of any subcontractor, of the SHA, of the Engineers, or of third persons or from acts of God or the Public Enemy or otherwise, excepting only risks which result solely from affirmative, willful acts of the SHA, subsequent to the submission of the Proposal including, but not by way of limitation:

1. The risk of loss or damage to the goods prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the said goods without cost to the SHA.
2. The risk of injuries or damages, direct or consequential, to the SHA, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the said goods, whether sustained before or after final payment. The Contractor shall indemnify and defend the SHA, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the SHA, its officers, agents and employees, arising or alleged to arise out of the performance or the work, as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the SHA or any of its employees or agents. The Contractor shall indemnify and defend the SHA, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in defense, settlement and satisfaction thereof.

Neither the acceptance of the goods and/or services nor payment therefore shall release the Contractor from his obligation under this Section. Provided, however, that the risks and indemnifications assumed by the Contractor shall not incur directly or indirectly to the benefit of the insurer under policies of insurance issued in compliance with the Contract.

Nothing contained herein shall create nor be taken to create any contractual relationship between the SHA and any subcontractor(s).

1-11 Start Work

Service shall commence on an as needed basis within three (3) calendar days from the date of notice from the SHA to commence said service.

1-12 Intent of Contract Documents

The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner and it shall be understood that the Contractor has satisfied himself as to the complete requirements of the Contract and has predicated his Proposal upon such understanding.

1-13 Laws, Ordinances and Regulations

The Contractor shall comply with all federal, state, county and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, either with respect to hours or labor or otherwise, and all such orders or regulations of any official or agency having jurisdiction or authority over the same.

The Contractor's attention is also specifically called to N.J.S.A. 34:11-56.25 which requires that the Contractor pay his laborers and mechanics the prevailing wages. The Contractor further agrees that, in the event any dispute arises as to what are the prevailing wages, applicable to the Contract, which cannot be adjusted, the matter shall be referred to the Commissioner of Labor of the State of New Jersey for determination and that his decision shall be conclusive on all parties to this Contract.

The Contractor's attention is further called to the other New Jersey Statutes which may be applicable to the subject matter of the Contract, including but not limited to the following: N.J.S.A. 10:2-1 relating to discrimination in employment on public works projects; and N.J.S.A. 40A:11-18 and N.J.S.A. 52:33-1 et seq., which provides that United State products, wherever available, shall be used in the performance of any public works contract.

1-14 Exceptions

Any exceptions to specifications must be clearly specified, described, and initialed. The SHA reserves the right to reject any PROPOSAL that fails to note and specify exceptions or where exceptions noted and specified are found to be non-waivable by the SHA.

1-15 Contract

The award of the contract is subject to the execution of a written contract between the Contractor and the SHA containing all terms and conditions of the Contractors bid and the Proposal and such other terms as counsel for the SHA shall reasonably require.

SECTION III
PROPOSAL FORMS

PROPOSAL FORMS

PROPOSAL FORM

AGREEMENT TO PROCEED

CONTRACTOR MUST SUBMIT WITH THE PROPOSAL

- **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**
- **PUBLIC WORKS CONTRACTOR REGISTRATION**

CONTRACTOR'S NAME:
ADDRESS:

MAINTENANCE CONTRACT: ELECTRICAL MAINTENANCE SERVICES

Standard Hourly Labor Rates for all categories of workers:

(b) The Sum of _____/hr. \$ _____

(c) The Sum of _____/hr. \$ _____

(d) The Sum of _____/hr. \$ _____

Overtime Hourly Labor Rates:

(a) The Sum of _____/hr. \$ _____

(b) The Sum of _____/hr. \$ _____

(c) The Sum of _____/hr. \$ _____

Standard Parts Markup _____%
% above purchase price

CONTRACTOR'S NAME:
ADDRESS:

REFERENCES

Name _____

Address _____

Contact/Phone _____

Name _____

Address _____

Contact/Phone _____

Name _____

Address _____

Contact/Phone _____

Name _____

Address _____

Contact/Phone _____

SECTION IV
SPECIFICATIONS
FOR
ELECTRICAL MAINTENANCE SERVICES

TECHNICAL SPECIFICATIONS

ELECTRICAL MAINTENANCE SERVICES

SERVICE CONTRACT SOLICITATION

OWNER/SITE LOCATION:

HOUSING AUTHORITY OF CITY OF SUMMIT
512 SPRINGFIELD AVENUE
SUMMIT, NEW JERSEY 07901

KEITH KINARD
EXECUTIVE DIRECTOR

SERVICES TO BE PROVIDED

The Housing Authority of the City of Summit is seeking Proposals from qualified firms/individuals to perform on-call Electrical Maintenance Services. The Housing Authority of the City of Summit owns and manages 195 units of affordable housing at three separate development sites: Vito A. Gallo Senior Building, a 125-unit five story high rise; Glenwood Place, a 40-unit low rise family development, and, Weaver Street, a 30-unit low rise family development.

This contract includes all electrical equipment in these buildings, including the actual maintenance of the common area and site electrical systems. It is the intent of these specifications to generally describe the contractual obligations to be furnished under the Service Agreement to be entered into by the Authority with the successful Contractor to commit the resources of his organization for a period of a year to provide services as may be requested by governing codes and authorities.

SITE INSPECTION

It is required that each Contractor visit the job site to inspect the buildings prior to submitting a proposal. Inspections can be scheduled by contacting the Maintenance Supervisor at 908-347-0806.

PRE-EXISTING CONDITIONS

If there are any pre-existing conditions or problems, the Contractor is to list these on the Proposal Form along with the cost to repair each pre-existing condition. If the Contractor does not list any pre-existing conditions, it is an indication that he accepts the equipment "as is" and agrees to be responsible for any and all repairs to keep the equipment in proper running order under the terms of the service contract.

REFERENCES

Each contractor is to list on the Proposal Form, the names, addresses, phone numbers and contact person of three references where he is providing similar maintenance services.

CANCELLATION

The Housing Authority reserves the right to cancel this agreement upon thirty (30) days written notice for failure to perform and/or failure to meet the conditions of these requirements. The Executive Director of the Housing Authority, or his designee, shall be the sole judge of the quality of performance with regard to termination of the contract.

INSURANCE

The successful contractor shall provide a Certificate of Insurance showing the Housing Authority as an additional insured with the following insurance and limits:

1. Workmen's Compensation at Statutory limits including Employers Liability at minimum limits of \$500,000
2. General Liability - combined single limit of not less than one million dollars (\$1,000,000) per occurrence with at least \$2,000,000 general aggregate. Contractual liability must be included including XCU on all Certificates of Insurance
3. Automobile Liability – Limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate
4. Umbrella Liability – Limits of \$2,000,000 are preferred; however, limits of \$1,000,000 will be considered
5. Housing Authority shall be notified by the insurance carrier not less than 30 days prior to cancellation or change of coverage.

PAYMENT

Payment for this contract will be made monthly. The contractor will be responsible for providing the Housing Authority with a bill by the last Monday of the month following the month the work was completed.

OVER-TIME SERVICE

The contractor shall provide in his Proposal an allowance for the provision of twenty-four (24) emergency service calls. These calls may occur during regular working hours, after hours, on weekends or on holidays. Allowance for overtime, and holiday and weekend work shall be made and included in the proposal price. **Response to emergency calls shall be made within three (3) hours of the time of the call for service. Failure of the contractor to respond within the allocated time may be cause for immediate cancellation of the service agreement.** The contractor's Proposal price shall include the cost of all labor, materials, parts, mileage and other related expenses, inclusive to perform the twenty-four emergency calls. As stated above, this emergency coverage is for the servicing of all equipment.

All materials supplied shall be new or factory re-built, and no additional charges shall be made for taxes, shipping, or other incidental expenses.