

# **HOUSING AUTHORITY OF THE CITY OF SUMMIT**

## **“REQUEST FOR PROPOSALS”**

### **MECHANICAL SYSTEMS MAINTENANCE**

### **ON-CALL HVAC AND PLUMBING SERVICES**

**# 24-013**

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

**PROPOSALS ARE DUE**

**NO LATER THAN**

**1:00 p.m. (prevailing time) on TUESDAY, DECEMBER 12, 2023**

Submit Proposal to:

Keith Kinard  
Executive Director  
Housing Authority of the City of Summit  
512 Springfield Avenue  
Summit, NJ 07901

## **INTRODUCTION**

The Housing Authority of the City of Summit (SHA) is seeking proposals from qualified HVAC and plumbing firms that have demonstrated experience in providing on call HVAC and plumbing services. The services provided may be for projects at or near any of the SHA-owned properties.

## **BACKGROUND**

The Housing Authority of the City of Summit (the Authority) owns and manages 195 units of public 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.

Operational funds are provided through an Annual Contributions Contract (ACC) between the Authority and the U.S. Department of Housing and Urban Development.

The Authority successfully converted all its public housing units to Project Based Housing Vouchers under the Rental Assistance Demonstration Program (R.A.D.) effective January 1, 2018. A cooperation agreement has been executed with the Madison (NJ) Housing Authority to administer the Housing Choice Voucher subsidy payments.

## **REQUEST FOR PROPOSAL REQUIREMENTS**

Interested firms should contact [procurement@summitnjha.org](mailto:procurement@summitnjha.org) to request the RFP package for this contract or download the solicitation at [www.summitnjha.org](http://www.summitnjha.org). No proposal shall be withdrawn for a period of sixty (60) days without written consent of the Authority. The Authority reserves the right to reject any or all proposals and to waive any informalities in the selection process.

## **SCOPE**

The Housing Authority of the City of Summit is seeking proposals from qualified HVAC and Plumbing firms that have demonstrated experience in providing on call professional services. The selected firms shall provide general maintenance, repair, replacement, and installation on an as-needed basis for SHA's HVAC and plumbing systems. The contractor must be available for on-call work 24/7, 365 days a year. Normal response time of four (4) hours for non-emergency calls and two (2) hours for emergency calls. The contractor must have technicians licensed with the State of New Jersey on staff with the ability to apply for any required permits. The term of the agreement will be one (1) year. Pricing for the year must be provided with Attachment 1, 1.2. Qualified firms may submit for one or both disciplines. The purpose of this RFP is to select the best-qualified proposers (hereinafter referred to as "Contractor") and award a contract to perform the Services and to satisfactorily complete all activities associated with the Services.

### ***Services Required***

Specifically, the Contractor will be required to provide the necessary labor, equipment, tools, vehicles, and services to meet the requirements illustrated in this section for equipment owned by the SHA.

The types of work anticipated under the scope of this RFP are as follows:

### **HVAC**

1. Service or maintenance - includes but is not limited to the cleaning, minor repair, lubrication, overhaul, and all other regular maintenance on HVAC equipment, including heat pumps, to keep it in proper running order. 2. General & emergency repairs - repairs as required bringing HVAC equipment back online and restoring to proper working order. 3. Replacement in kind of HVAC equipment that is damaged or deteriorated beyond the point of economic repair.

Charges for general and emergency repairs to the systems will be on a time and material basis, with a written scope of work to be mutually agreed upon by the SHA and the contractor(s). All hourly rates are to be on-site rates only. No travel or portal to portal. The contractor(s) must make repairs or replace equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters valves, piping, furnaces, boilers, as well as other appurtenances and components used to control the temperature, humidity, and air flow. In addition, related electrical, mechanical and control components are included in the maintenance.

The contractor(s) shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in optimum operating condition always. The contractor(s) shall provide the necessary transportation for all repair personnel, materials, and equipment to fulfill the terms of the contract. Service, inspections, and non-emergency repairs will be performed at the straight time rate during each facility's normal business hours if requested.

### **Plumbing**

The Contractor shall provide all materials (including refrigerant), supplies, supervision, technical and engineering assistance expertise, and subcontracted services necessary to maintain or repair all covered equipment in original factory operating specification condition, consistent with manufacturer's service recommendations. This includes repair of any failure of any magnitude, using OEM procedures and guidelines, OEM parts, and OEM recommended oils, gaskets, supplies etc. All call out, overtime, travel, and holiday work as needed are included and are not billable as extra. OEM parts are to be used except when they are not available, and they are replaced with parts approved as equal by an authorized representative of the SHA.

On-Call Plumbing Services includes but is not limited to the labor, materials, equipment, tools, and supervision necessary for the service, repair, maintenance, replacement, installation.

Plumbing systems include, but are not limited to; piping, hot water piping, domestic hot water piping, cold water piping, domestic water, natural gas piping, drain piping, fittings, domestic hot water heaters and generation equipment, pumps, drains, vents, clean outs, toilets, faucets, fixtures, sanitary systems and any other associated plumbing.

On-Call Plumbing Services includes response to service requests as well as emergency response for related plumbing needs.

The successful Contractor shall, during the period of inspection and/or repair, maintain good, clean, safe working conditions always and shall be responsible for keeping the areas free from all debris, machine parts, tools, etc. and shall leave the areas clean and orderly.

All used parts and/or demolished materials must be removed to a point of disposal off the building premises at the close of each working day.

The Contractor shall continuously maintain adequate protection for all his items from damage and shall protect the owner's property from damage, injury or loss arising in connection with this contract.

### **Subcontracts**

The Contractor shall be capable of providing the services described within this agreement. The only services that are intended to be subcontracted are such as machining, testing, analysis, or other specialized services. No subcontract work shall relieve the Contractor of its obligation and liability.

### **PROMPT PAYMENT ACT**

N.J.S.A. 2A:30A-1 et seq. - The award of this solicitation is subject to approval of HUD, the Housing Authority Board of Commissioners and the continuing availability of funds after approval. This also includes any payment as a result of litigation of any dispute flowing from the award of this contract. Further, any change orders amounting to more than 20% must be approved by action of the Board of Commissioners.

### **INSURANCE**

Contractor must possess and maintain the following insurance coverages:

- (1) Worker's Compensation Insurance – all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws;
- (2) Automobile Liability Insurance – must cover all owned, non-owned, and hired vehicles used in connection with the services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- (3) Comprehensive General Liability Insurance – must be in an amount not less than \$1,000,000 per occurrence with at least \$2,000,000 general aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy;
- (4) Umbrella liability – limits of \$2,000,000 are preferred; however, limits of \$1,000,000 will be considered

### **BUSINESS REGISTRATION**

Vendor must be registered to do business in the State of New Jersey, <https://www.state.nj.us/treasury/revenue/gettingregistered.shtml>.

## **PROPOSAL SUBMISSION**

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

Proposing firms shall submit sealed proposals in an envelope marked "2024 Mechanical Systems Maintenance" no later than 1:00 PM (prevailing time) on Tuesday, December 12, 2023, at Summit Housing Authority, 512 Springfield Avenue, Summit, NJ 07901, Attention: Keith Kinard, Executive Director.

All interested qualified firms' proposal must contain the following information:

1. Cover letter of Interest on company letterhead including contact name, address, telephone and email address.
2. Detailed description of firm's qualifications as they relate to providing the scope of services to public housing authorities in the State of New Jersey or other similar entities.
3. Detailed description of firm's overall experience and approach to performing Scope of Services.
4. Detailed description of Firm's knowledge and understanding of the Scope of Services.
5. Three (3) references relevant to the performance of services similar to those required herein.
6. A Certificate of Insurance demonstrating adequate insurance coverages are in effect.
7. Copies of licenses and/or certifications to provide scope of services.

## **PROPOSAL EVALUATION**

Proposals will be evaluated to determine the extent to which the firm's qualifications and capabilities provide the best value to the Housing Authority. Each proposal will be ranked using the below criteria based upon the information presented in the proposals, the Authority's knowledge from prior engagements, if applicable, independent background checks, or other factual information available to the Authority.

The authority reserves the right to make multiple awards or no awards, at its option, under this solicitation.

<b>EVALUATION CRITERIA</b>	<b>TOTAL POSSIBLE POINTS</b>
<b>Qualifications.</b> Degree to which firm possesses the requisite qualifications to successfully perform the Scope of Services.	20
<b>Experience.</b> Firm's experience providing Scope of Services to Public Housing Authorities or similar entities. Maximum consideration will be given to those firm's having staff with the greatest amount of experience in performing work as required herein, and who can demonstrate sufficient capacity to perform the work.	20

<b>Familiarity with Regulations.</b> Firm's staff familiarity of Federal, State, and Local regulations, including HUD regulations, as they relate to the Scope of Services identified herein.	20
<b>Readiness.</b> Firm's readiness and capacity to provide the Scope of Services in a timely manner.	20
<b>Fee.</b> The reasonableness of firm's fee proposal.	20
<b>Total Points</b>	<b>100</b>

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Housing Authority of the City of Summit, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)**  
**Goods, Professional Service and General Service Contracts**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**FEE PROPOSAL FORM**

**PLUMBER - PRICE / FIXED FEE**

Fixed fee rate shall be inclusive of all work incidentals to completing the task (such as scheduling, communicating, reporting, data entry, etc.).

\$ \_\_\_\_\_ Master Plumber – regular hourly rate  
\$ \_\_\_\_\_ Master Plumber – emergency call hourly rate

\$ \_\_\_\_\_ Journeyman Plumber – regular hourly rate  
\$ \_\_\_\_\_ Journeyman Plumber – emergency call hourly rate

**FEE PROPOSAL FORM**

**HVAC - PRICE / FIXED FEE**

Fixed fee rate shall be inclusive of all work incidentals to completing the task (such as scheduling, communicating, reporting, data entry, etc.).

\$ \_\_\_\_\_ HVAC Technician – regular hourly rate  
\$ \_\_\_\_\_ HVAC Technician – emergency call hourly rate

# NON-COLLUSION AFFIDAVIT

State of New Jersey  
County of Union

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing Authority of the Town of Morristown relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.

Subscribed and sworn to before me this day \_\_\_\_\_

Date

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_  
(Seal)

# STATEMENT OF CORPORATE OWNERSHIP

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership     Limited Liability Corporation     Corporation     Sole Proprietorship
- Limited Partnership     Limited Liability Partnership     Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

% of Ownership: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2023

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

(Notary Public)

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

My Commission expires:

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or \_\_\_\_\_ (Company Name) for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or Local) with commission of any of the offenses Enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vender.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**VENDOR'S ACKNOWLEDGEMENT OF ADDENDA**

The respondent hereby acknowledges receipt of the following Addenda to Summit Housing Authority's solicitation **RFP#24-013**:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Vendor's Agent



**PROPOSAL DOCUMENT CHECKLIST**

**Mechanical Systems Maintenance**

<b>Submission Requirement</b>	<b>Required</b>	<b>Initial each required entry and, if required, submit the item with proposal</b>
Support for Evaluation Criteria	X	
Financial Capacity Documentation [where applicable] (Bid Guarantee, Consent of Surety, Certified Financial Statements, Business Line of Credit, Link to Online Annual Report, Federal Tax Account Transcript)	N/A	
Fee Proposal Form (Attachment 1, 1.2)	X	
References (3)	X	
Valid Business Certification / License(s) for Scope of Services	X	
Valid State of N.J. Business Registration Certificate	X	
Certificate of Insurance	X	
Non-Collusion Affidavit (Exhibit A)	X	
Statement of Corporate Ownership (Exhibit B)	X	
Certification Regarding Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit C)	X	
Affirmative Action Compliance Form (Exhibit D)	X	
Vendor's Acknowledgement of Addenda (Exhibit E)	X	
Proposals Document Checklist (Exhibit F)	X	