

HOUSING AUTHORITY OF THE CITY OF SUMMIT

“REQUEST FOR PROPOSALS”

ELEVATOR MAINTENANCE SERVICES

23-002

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

11:00 a.m. (prevailing time) on TUESDAY, JANUARY 31, 2023

The proposal shall be submitted to procurement@summitnja.org and
clearly titled “**2023 Elevator Maintenance Services**”.

OVERVIEW

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.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for Elevator Maintenance Services. It is the Housing Authority's desire to retain the services of a qualified elevator maintenance company for a period of one (1) year.

AU services must be provided in accordance with applicable international, federal, state, and local statutes, rules, regulations, ordinances, orders, and codes (including but not limited to American Society of Mechanical Engineers ("AMSE") codes and standards and the rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development ("HUD")).

A. SCOPE OF SERVICES

The successful respondent shall be required to provide the full range of elevator maintenance services for the two elevators located at the Vito A. Gallo Senior Building, located at 12 Chestnut Avenue, Summit, NJ 07901. The elevator system shall be inspected and maintained in accordance with AMSE 17.1 requirements. The Scope of Services shall include, but not be limited to, the following:

- a. Complete monthly elevator inspection and maintenance tasks including the following:
 1. Clean, adjust, and lubricate all hoistway limit switches.
 2. Service governor and governor tension device.
 3. Clean, adjust, and lubricate the door operator, car door track, hangers, clutch, restrictor, and drive linkage.
 4. Secure the top emergency exit and verify it is easily opened in case of entrapment.
 5. Clean, adjust and lubricate all hall door tracks, hangers, interlocks, and

- closers; make all self-closing.
 6. Clean top of car, machine room and pit.
 7. Verify all signals work and replace parts as needed.
 8. Confirm communication works as per code.
 9. Clean and inspect safety apparatus.
 10. Check and lubricate brake assembly.
 11. Replace any worn carbon brushes or contacts.
 12. Test overloads and replace any fuses that are not readily identifiable or legible.
- b. Complete all other required elevator inspection and maintenance tasks in accordance with all local, state and federal ordinances, regulations and laws.
 - c. Preparation of a service report, including any report deficiencies performed.
 - d. Promptly respond to service calls, as needed.
 - e. Subject to the Housing Authority's written approval, make all necessary repairs to maintain elevator in good operating condition.

B. QUALIFICATIONS

All respondents shall meet the following minimum requirements:

- A. Is authorized to do business in the State of New Jersey.
- B. Has the capability to provide the full scope of services described herein.
- C. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, the U.S. General Services Administration, the U.S. Internal Revenue Service, or any other federal agency or the Federal Government, and/or the J. J. Department of Labor, or any other state agency or the State of New Jersey.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

C. SUBMISSION OF PROPOSALS

Responses to the Request for Proposals are to be submitted no later than 11:00 AM (prevailing time) on Tuesday, January 31, 2023 to procurement@summitnjha.org and clearly titled "2023 Elevator Maintenance Services". Interested firms should contact procurement@summitnjha.org to request the RFP package for this contract or download the solicitation at www.summitnjha.org.

No proposal shall be withdrawn for a period of sixty (60) days without the written consent of the Authority. The Authority reserves the right to reject any or all proposals and to waive any informalities in the proposal process.

No late proposals will be accepted.

D. FEE PROPOSAL

Firm is to utilize the enclosed **FEE PROPOSAL FORM (Attachment 1, 1.2, 1.3)** to submit its proposed fixed-rate fee for each category of inspection. The proposed fee for each category must be one rate - ranges will not be accepted and may disqualify the proposal. The proposed fee must be inclusive of all direct and indirect costs associated with performing the tasks.

E. 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.

F. 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 \$500,000 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 or \$2,000,000 aggregate, with a deductible per claim not to exceed \$10,000. The property and casualty section must specifically identify the Housing Authority’s property as being covered by the Policy;

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

H. PROPOSAL SUBMISSION: 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.

I. 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.

| EVALUATION CRITERIA | TOTAL POSSIBLE POINTS |
|---|-----------------------|
| Qualifications. Degree to which firm possesses the requisite qualifications to successfully perform the Scope of Services. | 20 |
| Experience. 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 |
| Familiarity with Regulations. Firm's staff familiarity of Federal, State, and Local regulations, including HUD regulations, as they relate to the Scope of Services identified herein. | 20 |
| Readiness. Firm's readiness and capacity to provide the Scope of Services in a timely manner. | 20 |
| Fee. The reasonableness of firm's fee proposal. | 20 |
| Total Points | 100 |

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. *SI21 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

Fee Proposal Form

Year 1

- Flat fee for regular inspection and maintenance of all elevators.
- - - - - Hourly rate for service calls and repair work

Signature of Respondent: _ _ _ _ _

Printed Name/Title: _ _ _ _ _

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 _____, 2021

(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 vendor.

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:

| | |
|--------------------|--------------|
| 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

Elevator Maintenance Services RFP

| Submission Requirement | Required | Initial each required entry and, if required, submit the item with proposal |
|---|-----------------|--|
| Support for Evaluation Criteria [Section H] (See Sections B., G.) | 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) | 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 | |