

**HOUSING AUTHORITY OF THE
CITY OF SUMMIT**

REQUEST FOR PROPOSALS

PEST CONTROL SERVICES

25-002

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 AM (prevailing time) ON TUESDAY, DECEMBER 10, 2024

Submit Proposals to: Jacqueline Gray
Executive Director
Housing Authority of the City of Summit
512 Springfield Avenue
Summit, N.J.07901

1. PURPOSE

The Housing Authority of the City of Summit (hereinafter the "Housing Authority") is a public housing authority with administrative offices located at 512 Springfield Avenue, Summit, New Jersey 07901. The Housing Authority provides quality, affordable housing to low-income families and seniors.

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **Pest Control Services**. It is the Housing Authority's desire to retain the services of a qualified exterminating company for a period of One (1) year. All services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), as well as all applicable state and federal laws.

2. SCOPE OF SERVICES

The successful respondent shall be required to provide the full range of exterminating services at each of the Housing Authority's properties – 12 Chestnut Street (195 units), 2 Weaver Street (30 units), Glenwood Place (40 units) and 31 Russell Place (2 units). Specifically, the successful respondent shall be responsible for the extermination of roaches, ants, bed bugs, rodents, and all other pests in all offices, common areas, and dwelling units at the above-indicated properties. The Scope of Services shall include, but not be limited to, the following for each property:

- a. Conduct inspections Bi-monthly of all common areas (inclusive of 3 community rooms, laundry rooms, public gathering areas, exteriors of the properties) and dwelling units.
- b. Apply effective chemical treatments which are non-hazardous to residents and/or set traps as needed to prevent infestations to each dwelling unit and apply necessary treatments in common areas as necessary.
- c. If any pests are detected, including bed bugs, apply effective treatments which are non-hazardous to residents and/or set traps as needed to exterminate pests.
- d. Schedule weekly follow up appointments to ensure pests have been successfully exterminated. Conduct follow up treatments and/or set additional traps as needed to address any continuing pest issues.
- e. Handle chemicals in strict compliance with all applicable legal requirements and manufacturer recommendations.
- f. Switch chemicals as needed to ensure continued efficacy of pest control program.
- g. Notify the Housing Authority of all site visits.
- h. Promptly respond to service calls, as needed.
- i. Complete service log for all site visits.

- J. Notify the Housing Authority of any housekeeping issues that are interfering with the effective extermination of pests.

It is understood that all materials and equipment needed to perform the aforementioned services are the sole responsibility of the Contractor to purchase and maintain.

3. 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 N.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.

4. SUBMISSION OF PROPOSALS

Only sealed proposals in an envelope marked "2025 Pest Control Services" will be accepted no later than 11:00 am (prevailing time) on Tuesday, December 10, 2024, at the Summit Housing Authority, 512 Springfield Avenue, Summit NJ 07901, Attention: Jacqueline Gray, Executive Director.

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.

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead and signed by the owner or an executive officer of the company. Respondents should demonstrate how and why their services meet the Housing Authority's needs and qualification requirements. Respondents should also provide a history of the business and identify any public housing authorities or

other public entities that the business has provided exterminating services to over the past ten (10) years.

- B. Proposed Costs-** Respondents are required to specify all proposed costs and charges for exterminating services for the year of service, January 1, 2025 through December 31, 2025.

The fee shall be broken down as follows:

- (1) flat fee for inspections (every other month) and treatments of all properties; and
- (2) hourly rate for follow-up treatments and service calls.

- C. Required Documentation-** Each respondent shall submit the following documents as part of their formal proposal:

- a) One (1) Original and One (1) Copy of Proposal
- b) Proposal Checklist
- c) Fee Proposal Form
- d) Acknowledgement of Addenda
- e) HUD-5369C - Certification and Representations of Offerors
- f) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
- g) Non-Collusion Affidavit
- h) Statement of Corporate Ownership
- i) Affirmative Action Compliance Notice
- j) New Jersey Business Registration Certificate
- k) New Jersey Commercial Pesticide Applicator License
- l) Certificate of Insurance demonstrating that the following insurance coverages are in full effect:

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: limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage with no aggregate.
3. Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 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, we will consider, limits of \$1,000,000

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

6. PROPOSAL REVIEW

- A. All proposals will be reviewed in accordance with the Housing Authority's evaluation criteria, which are as follows:

Evaluation Criteria	Weighting (Maximum Points)
Qualifications and experience providing exterminating services generally	30
Experience providing exterminating services to New Jersey public entities	30
Capability to provide the full scope of requested services	20
Reasonableness of proposed fee(s)	20
TOTAL	100

- B. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

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 II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 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

----- Flat fee for inspections (every other month) and
treatments of all properties

----- Hourly rate for follow-up treatments and service
calls

Signature of Respondent: _____

Date: _____

Printed Name/Title: _____

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

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 the _____ of _____
(title or position) (name of company)

the entity making this Proposal for _____, and that
(category of service)

I executed the said proposal with full authority to do so that said entity 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 services; 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 City of Summit 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 services.

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
_____, 2018

(Notary Public)

My Commission expires:

(Affiant)

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

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

State of New Jersey
County of _____

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:

_____ and/or its principals have never, at any time, been suspended, (name
of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban
Development, the Department of Justice, the General Services Administration, the Internal
Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey
Department of Labor or any other state agency or the State of New Jersey.

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)

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 respondent'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 respondent 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 proposal 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: _____

PROPOSAL CHECKLIST

Submission Requirement	Initial each required entry and if required submit the item
One copy of entire Proposal	
Fee Proposal Form	
Support for Qualifications	
Support for Evaluation Factors	
References and Resumes	
Statement of Corporate Ownership	
Non-Collusion Affidavit	
Certification Regarding Non-Debarment	
Valid State of N.J. Business Registration Certificate	
State of New Jersey Commercial Pesticide Applicator License	
Certificate of Insurance	
Affirmative Action Compliance Notice	