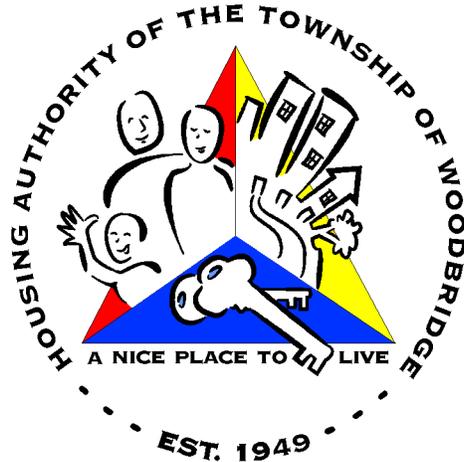


Housing Authority of the Township of Woodbridge
800B Bunns Lane, Woodbridge, NJ 07095-1726

Phone: (732) 634-2750

Fax: (732) 634-8421

Donna Brightman, Executive Director



Request for Proposals
For:

Boiler Maintenance/Repair Contractor
Two Year Period

March 2023

Proposals due by 2:00 PM on Thursday, March 9, 2023

Welcome to the Woodbridge Housing Authority

In 1937 Congress passed the US Housing Act to “alleviate unemployment and to remedy unsafe and unsanitary housing conditions and the acute shortage of decent, safe and sanitary dwelling for families of low income.” The legislation was designed to encourage construction, create employment opportunities, and provide shelter for low-income families and clear sub-standard housing. Emphasizing local control of its programs, the Housing Act provided for housing in which rents would relate to the tenant’s ability to pay.

The Housing Authority of the Township of Woodbridge, New Jersey, was created October 14, 1949. The Township Ordinance creating the Authority was adopted August 16, 1949.

The Authority is composed of 565 Project Based Vouchers across 6 sites located throughout Woodbridge Township, and 405 units of Section 8 housing.

The purpose of the Woodbridge Housing Authority is to create and maintain safe, decent and sanitary housing for those individuals of low to moderate income.

Mission Statement

It is the mission of the Woodbridge Housing Authority to:

- ◆ Provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units;
- ◆ Create an environment which enables residents to live responsibly and with dignity;
- ◆ Support residents in their effort to achieve self-sufficiency;
- ◆ Honor public commitments in a fiscally and ethically responsible manner;
- ◆ Create and maintain public confidence in the Authority’s operations and staff;
- ◆ Ensure that the facilities owned and managed by the Authority are marketable in the community and are appealing to residents;
- ◆ Enable the Authority staff to improve their performance through appropriate vision, education, training and career development;
- ◆ Maintain a level of communications between employees, referral agencies, residents and the general public to provide up-to-date and responsive service to the public served by the Authority;
- ◆ Establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve its performance objectives; and
- ◆ Assist the city, state and national governments in identifying and addressing housing needs.

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Woodbridge Housing Authority

Boiler Maintenance and Repair Contractor

I. INTRODUCTION - It is the intent of this Request for Proposals (RFP) to establish a service contract with a qualified, licensed boiler maintenance and repair contractor whereby as needed work will be accomplished for the Woodbridge Housing Authority (Authority) the Contractor in a reliable and timely manner. The contractor shall have the capability to inspect, troubleshoot and repair all boiler systems at all applicable Authority locations. The contractor must have a current State Boiler Installers License and must comply with all other pertinent laws, rules and/or regulations including provisions of N.J.A.C 12:90, Boilers Pressure Vessels and Refrigeration. A list of the boilers indicating their location and type at each boiler site is included in Appendix A.

Proposals will be received by mail or hand delivered to the Housing Authority of the Township of Woodbridge, 800B Bunns Lane Woodbridge, NJ 07095 no later than 2:00 PM on Thursday, March 9, 2023.

Proposers must be classified with the Department of the Treasury's Division of Property Management and Construction (DPMC) for the trade code C033 Boiler New/Repair to be eligible for an award for the RFP. Proposers can verify if they are registered at the following website:

http://www.state.nj.us/treasury/dpmc/contract_search.shtml

II. TAX EXEMPT STATUS - The Authority is exempt from manufacturer's federal excise tax and states sales tax. A tax-exempt letterhead will be issued to the contractor upon request.

III. TERM OF CONTRACT - If awarded, the contract resulting from this Request shall be executed for an initial period of two years, subject to the availability of funds. The Authority reserves the right to extend the contract for two additional twelve-month periods, or one additional two-year period, providing all rates and terms remain the same and both parties are in agreement. The commencement date of the contract shall tentatively be April 1, 2023.

IV. PRE-BID MEETING - Pre-bid meetings will be by appointment only. Interested parties who wish to view the Authority's facilities shall email Christina Smolder at cs@WoodbridgeHousingAuthority.org to make an appointment. Pre-bid meetings are not mandatory.

V. AWARD OF CONTRACT - The contract shall be awarded to the responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the Authority, price and other factors considered. Any or all bids may be rejected when the Authority determines that it is in the public interest so to do.

After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator may conduct an orientation conference with the Contractor and appropriate representatives of the Authority.

The purpose of the orientation conference is to aid both the Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference

shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

VI. GENERAL CONDITIONS

1. The contractor must demonstrate through references that they, or their principles assigned to the project, have sufficient capacity (material, supplies and manpower) to complete services as outlined in this RFP.
2. The Authority reserves the right to accept or reject any and all proposals, if it is in the best interest of the Authority to do so.
3. If applicable, the successful bidder shall be solely responsible for obtaining all federal, state, county and municipal approvals, licenses and permits, and shall comply with all applicable governmental laws, rules, regulations, and orders respecting the premises and the use thereof.
4. Prior to the commencement of the contract term with the successful bidder, it shall be the obligation of the successful bidder to obtain and maintain liability insurance against all claims on account of personal injury and property damage or death to persons, for which the successful bidder may become liable and shall name the Authority an additional insured under said policy.

The successful bidder shall maintain such comprehensive general liability insurance in an amount of not less than \$1,000,000.00, which coverage shall include bodily injury and property damage liability.

The successful bidder shall provide the Authority with a Certificate of Insurance, evidencing compliance with this section and providing the Authority with thirty (30) days prior written notice of cancellation or amendment of said policy.

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

5. A **sample** of the required contract agreement is included herein. Upon approval of award of the contract by the Board of Directors, the contractor and the Authority shall sign the contract and agree on a commencement date which will be within 30 days of signing.
6. All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall be complied with.**
7. The rates provided in the Proposal include full compensation for labor, equipment use, travel time and other costs to the Contractor. No other compensation shall be awarded to the Contractor.
8. Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the

Authority may, at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond may result in cancellation of the service contract.

9. Contract shall be awarded to the lowest responsive, responsible bidder. After the contract has been awarded, but before any written orders are placed against the contract, the Contract Administrator will conduct an orientation conference with the Contractor and appropriate representatives of the Authority for the purposes of aiding both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

10. The Contractor shall be compensated as put forth on the proposal form attached herein.

11. These specifications are for as needed services only. The Authority reserves the right to separately bid or receive quotes for separate projects if it is in the best interest of the Authority to do so.

12. Successful bidders shall be excused from performance hereunder during the time and to the extent that bidder is prevented from obtaining, delivering, or performing in the customary manner by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants, or facilities by the government. Bidder shall provide the Authority substantiating evidence that non-performance is due to other than fault or negligence on his part.

VII. SCOPE OF SERVICES

See Form of Contract

VIII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

- 1. Proposal Form.** Included herein.
- 2. Mandatory Affirmative Action Agreement.** No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. All bidders are to sign and submit the Affirmative Action Agreement included herein. The full, required regulatory text is included herein.
- 3. Stockholder Disclosure.** N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement stating forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Stockholder Disclosure Certification document shall be completed and

attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

4. **Proof of Business Registration.** N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration before contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292. Failure to submit a Business Registration Certificate before contract award shall result in rejection of the bid.

5. **Non-Collusion Affidavit.** The Affidavit shall be properly executed and submitted with the bid proposal.
6. **Public Works Contractor Registration.** All bidders must submit a valid copy of their Certificate of Public Works Contractor Registration issued by the New Jersey Department of Labor.
7. **Qualification Questionnaire.** All bidders must complete and submit this form with their proposals.
8. **Licenses.** All applicable licenses in accordance with N.J.A.C. 12:90

Request for Proposals

LEGAL NOTICE

Housing Authority of the Township of Woodbridge

BOILER MAINTENANCE / REPAIR CONTRACTOR

PUBLIC NOTICE is hereby given that sealed Proposals will be received by the Housing Authority of the Township of Woodbridge (Authority), in the County of Middlesex, State of New Jersey, at the Administrative office of the Authority, located at 800B Bunns Lane, by 2:00 p.m. on Thursday, March 9, 2023 prevailing time for the purpose of establishing a two-year service contract, renewable for two additional one-year periods or one two-year period, with a qualified, licensed Boiler Repair Contractor whereby maintenance and as needed boiler repair work will be performed in a timely and reliable manner. The Authority reserves the right to waive any informalities in proposals and to reject any and all proposals if it is in the best interest of the Authority to do so.

The full Request for Proposals (RFP) may be downloaded from www.WoodbridgeHousingAuthority.org Proposals are to be submitted as set forth in the RFP no later than 2:00 PM on March 9, 2023. Pre-proposal meetings may be scheduled by appointment only.

Bidders must be authorized to do business in New Jersey. Any Bidder which is a corporation not chartered under the laws of the State of New Jersey must submit an affidavit certifying that said corporation is authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of Public Law 1975, c.127 which pertains to "Non-Discrimination" and "Affirmative Actions", and Public Law 1977, c.33, which requires a Statement of Corporate Ownership.

Advertised: Home News – 2/20/23

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)
(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.**

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

The contractor and the Housing Authority of the Township of Woodbridge, (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. § 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.

BUSINESS REGISTRATION CERTIFICATE

Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

FAILURE TO SUBMIT YOUR BUSINESS REGISTRATION CERTIFICATE BEFORE CONTRACT AWARD *WILL* RESULT IN THE DISQUALIFICATION OF YOUR BID!

PROPOSAL FORM page 1

Boiler Maintenance / Repair Contractor

The undersigned, having fully familiarized themselves with all aspects of this Invitation for Bid, hereby proposes to supply the general Boiler Maintenance / Repair Contracting work needed at the applicable locations of the Housing Authority of the Township of Woodbridge at the following costs:

***Annual Maintenance Services at all Sites, Fixed Price:**

_____ dollars and _____ cents (\$_____.____)

Break down of the annual maintenance:

- **Olsen Towers: \$_____ (_____)
words
- Cooper Towers: \$_____ (_____)
words
- Adams Towers: \$_____ (_____)
words
- Finn Towers: \$_____ (_____)
words
- Greiner Towers: \$_____ (_____)
words

**Olsen Towers is scheduled to be demolished in 2023. Contractor shall cease servicing and billing for Olsen Towers upon notification from the Authority.

The following rates shall apply for all non-routine and emergency work:

Plumber, Standard Rate:

_____ dollars and _____ cents (\$_____.____)

Pipefitter, Standard Rate:

_____ dollars and _____ cents (\$_____.____)

Laborer, Standard Rate:

_____ dollars and _____ cents (\$_____.____)

Plumber, Premium Rate:

_____ dollars and _____ cents (\$_____.____)

Pipefitter, Premium Rate:

_____ dollars and _____ cents (\$_____.____)

Laborer, Premium Rate:

_____ dollars and _____ cents (\$_____.____)

BID PROPOSAL FORM page 2

Boiler Maintenance / Repair Contractor

Premium Rates shall be paid for work performed on Saturdays, Sundays, M-F 5:01pm - 7:59am and Holidays (see below).

MATERIALS To be furnished by Contractor If and when requested by the Authority shall be at Contractor's actual cost plus _____% (not to exceed 10%).

Note: Labor will be based on hourly rates unless otherwise specified. Hourly rates shall include all applicable charges; the Authority does not pay travel time to and from the repair site. Also, the Authority shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal. Holidays include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

*The Contractor shall be selected based on price and other factors (experience, references, etc.). The Authority reserves the right to not select the lowest annual maintenance services price submitted.

COMPANY NAME _____

Federal ID# _____

Address _____

Signature of Authorized Agent / Title _____

Print or Type Name _____ **Date** _____

Phone Number / Fax Number / Email Address

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.

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 an 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 the 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 successful vendor(s) must submit the copies of the AA302 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 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.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

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: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____, ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

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 _____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
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)

Qualification Questionnaire

Proposal for: Boiler and Hot Water Equipment Maintenance and Repair Services

Name of Offeror: _____

Address: _____

(a) It shall be necessary for the offeror to present evidence that he has been in business for at least 3 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

How many years have you been or engaged in business under your present firm or trade name?
_____ Years.

(b) How many years has your organization been performing the work required under this contract?
_____ Years.

(c) If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

(d) If a partnership, answer the following:

Date of Organization: _____

(e) If applicable, list New Jersey Master Plumber or Electrical Contractor License(s) and effective dates:

(f) List any employees holding New Jersey Plumber or Electrician registrations and effective dates:

(g) If the contract is awarded to your firm, who will personally supervise the work?

(h) Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

(i) Give trade references:

(j) Give bank references:

(k) Give full information concerning all of your contracts in progress or completed within the last 3 years, whether private or government contracts.

OWNER/LOCATION	DESCRIPTION	CONTRACT AMOUNT

State of _____

County of _____

_____ being first duly sworn deposes and says:
(Individual's Name)

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the Township of Woodbridge verification of the recitals comprising this Statement of Qualifications; and that all answers to the foregoing questions and all statements therein contained are true and correct.

(Signature of Offerer)

Subscribed and sworn to before me, this _____ day of _____, in the year _____

Notary Public

My Commission expires _____

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

APPENDIX A

The following locations / equipment apply to this contract:

Olsen Towers, 555 New Brunswick Ave., Fords, NJ 08863

Description: 75 Senior Units in a 6-story high-rise. The building is heated by two HB Smith (year 2000) Cast Iron Sectional Low-Pressure Boilers (steam heat). Domestic hot water is provided by one RBI hot water boiler.

Cooper Towers, 1422 Oak Tree Road, Iselin, NJ 08830

Description: 75 Senior Units in a 6-story high-rise. The building is heated by two Weil McClain (year 2014) Cast Iron Sectional Low-Pressure Boilers (steam heat). Domestic hot water is provided by one RBI hot water boiler.

Adams Towers, 555 Rahway Ave., Woodbridge, NJ 07095

Description: 65 Senior Units in a 6-story high-rise. The building is heated by electric heat (not part of this contract). Domestic hot water is provided by one LAARS NeoTherm Modulating Water Heater Model NTH 850 MBTU/hr and one 500 gallon Water Tank Model NTV).

Finn Towers, 19 Martin Terrace, Woodbridge, NJ 07095

Description: 70 Senior Units in a 6-story high-rise. The building is heated by electric heat (not part of this contract). Domestic hot water is provided by one LAARS Megatherm Thermal Storage Hot Water Boiler

Greiner Towers, 460 Inman Ave., Colonia, NJ 07067

Description: 70 Senior Units in a 3-story high-rise. The building is heated by five Hydrotherm Power Flame Low-Pressure Boilers (year 1984) (Combined 100HP, baseboard heat) plus three RBI boilers (one Dominator Series and two Spectrum Series). Domestic hot water is provided by one RBI hot water boiler (year 2011).

Prevailing Wage Rates

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-4193
Daniel W. Simms Division of | Revision No.: 21
Director Wage Determinations | Date Of Revision: 12/27/2022

State: New Jersey Area: New Jersey County of Middlesex

Maintenance Pipefitter: \$36.52 plus \$4.80 fringe

Maintenance Plumber: \$35.98 plus \$4.80 fringe

Maintenance Trades Helper: \$17.91 plus \$4.80 fringe

Form of Contract-SAMPLE

For Boiler and Hot Water Heater Maintenance and Repair Services

This **AGREEMENT** made this ____ day of _____ in the year _____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Township of Woodbridge
800B Bunns Lane, Woodbridge, NJ 07095

hereinafter called the "Authority".

WITNESSETH that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services.

ANNUAL SERVICE FOR A FIXED PRICE: The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all applicable work required for maintenance and/or repair of boilers, hot water heaters and related equipment at Stern, Olsen, Cooper, Adams, Finn and Greiner Towers located throughout Woodbridge Township, New Jersey as per Appendix A of the Specifications which are included herein as if repeated at length.

The Contractor shall schedule and perform an annual start-up and/or maintenance service of the heating and hot water systems at all locations between (to be agreed upon by the contractor and the Authority) of each calendar year for a fixed price. The service shall minimally include the inspection, cleaning, adjustment, if necessary, and all other general annual maintenance as required by the corresponding Installation and Maintenance Manuals of each unit.

Summer dismantling of all boilers as required by the state boiler code shall be included as part of the annual service and fixed price. Boilers are to be prepared for inspection by the boiler inspector. This will include opening boilers as specified by the boiler inspector, washing down as necessary, and assembling for operation after approval by the boiler inspector. Boilers shall be prepared, as necessary, for operation, whereby all that will be necessary by the attendant operator is simply applying power for service. All applicable codebooks/jurisdiction laws shall be adhered to such as: The American Society of Mechanical Engineers (ASME) Section IV and Section VI for Heating Boilers; the National Board Inspection Code (NBIC); the New Jersey Statutes Annotated, N.J.S.A. 34:7-1, N.J. S.A. 34:7-14; and the New Jersey Administrative Code, N.J.A.C. 12:90.

All work performed shall be recorded on formal service reports which shall be handed in to the Authority. Contractors are required to sign and date both the boiler logs and the contractor logs provided at each applicable location.

NON-ROUTINE AND/OR EMERGENCY SERVICES: All work shall be subject to authorization first and be billed on a time and material basis. Contractor shall obtain a purchase order number from an authorized Authority representative before performing services. After services are rendered, Contractor shall submit a formal service report containing the following information:

- a. Full description of work performed.
- b. Printed name and signature of technician that performed the work.
- c. Date and time that work was initiated and completed;
- d. Total hours including start and finish times.
- e. Itemized list of materials used to complete the work.
- f. Purchase order number.
- g. Signature of an authorized Authority representative to verify that the work was performed. **In the event of after-hours work, the contractor shall leave the formal service report at the location serviced and shall sign and date both the boiler log and contractor log at that location.**

Payment shall be processed within 45 days of receiving an invoice with the above work order/service slip attached to the invoice. Invoices must be received by the Authority within 7 business days of having performed work.

All work shall be provided in a professional workmanlike manner. **While working on behalf of the Authority, all related safety codes including OSHA shall be complied with.** The firm awarded this contract must have technicians available on a 24-hour day call. The response time for emergency services, **reported by the Authority, will be within two (2) hours.** Response time is considered the time the technician arrives at the job site, not when calls are returned to the Authority. All others within four (4) hours, unless otherwise agreed to between the Authority and the Contractor.

Time is of the essence in the performance of work; therefore, in the event the Contractor does not respond in a timely manner according to the response time documented on the proposal form, the Authority may, at its option, have the work completed by another Contractor. Repeated failures by the Contractor to respond shall result in cancellation of the service contract.

Article 2: Insurance

Before commencing work, the Contractor shall furnish to the Authority certificates of insurance showing that the following insurances are in force, stating policy numbers, dates of expiration, limit of liability, deductible and aggregate amounts payable hereunder.

- Workmen's Compensation and Employer's Liability Insurance in accordance with the laws of the state of New Jersey.
- Comprehensive General Liability Insurance covering bodily injury and property damage, covering claims made at any time prior to, during, or subsequent to completion of the Contractor's services with a limit of not less than \$1,000,000 per occurrence on bodily injury and \$1,000,000 annual aggregate on property damage. The Authority shall be named as additional insured in this policy.

Certificate of insurance must contain a thirty (30) day written cancellation clause. A copy of said certification shall be submitted to the Authority.

Article 3: Compensation

The Authority shall pay the Contractor for the performance of this contract as identified in the Bid Specifications and the Contractor’s Bid dated 2/23/23, in current funds, the total lump sum price of \$_____ (_____ for the annual maintenance as stated in Article 1. Invoices shall be received by the Authority upon the completion of such annual services at each respective location at the following schedule:

Break down of the annual maintenance:

Olsen Towers: \$_____ (_____ words)

Cooper Towers: \$_____ (_____ words)

Adams Towers: \$_____ (_____ words)

Finn Towers: \$_____ (_____ words)

Greiner Towers: \$_____ (_____ words)

Payments for annual service and for non-routine or emergency work shall be made within 45 days of receiving an invoice from the contractor, and upon satisfactory inspection of the work performed by the Authority.

The Authority is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued to the contractor upon request.

Article 4: Covenant Against Contingent Fees

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this contract, at its discretion, to deduct from the Contractor's fee the amount of such commission, brokerage or contingent fee.

Article 5: Termination of Contract for Cause

If the Contractor shall fail unjustifiably to fulfill in a timely and proper manner his obligations under this contract or violates any statute or regulation, or if the Contractor violates any of the covenants, agreements or stipulations of this contract, the Authority shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before effective date of termination.

Five (5) violations shall justify the Authority’s decision to terminate this contract for cause. For purposes of this contract, ‘violations’ shall be defined as a failure to respond (be on site) within two hours of an emergency call, failure to arrive at a job site once scheduled (annual maintenance or non-routine work), and failure to submit invoices in a timely manner (7 business days after the work has been completed).

Voice messages left to the contractor by the Authority shall be deemed a valid call to the contractor, and if the contractor does not respond within the time frame necessary for that call it shall be

considered a violation. The contractor is encouraged to have a 24-hour answering service to avoid this situation.

Article 6: Termination for Convenience

The Authority may terminate this contract in whole, or part, whenever the Authority determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective.

If the performance of work is terminated for convenience, either in whole or part, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon properly presented claim setting out in detail:

1. the total cost of the work performed to date of termination less the total amount of contract payments to the Contractor;
2. the cost (including reasonable profit) of settling and payment claims under subcontractors and material orders for work performed and materials and supplies delivered to the site.

Article 7: Nondiscrimination

There shall be no discrimination by reason of race, creed, color, sex, or national origin by the Contractor against any employee or applicant for employment qualified by training and experience for work under this contract.

Article 8: Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from same.

Article 9: Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, regulations and codes of the Federal, state and local governments and lawful orders of public authorities and shall not trespass on any public or private property in performing any of the work embraced by this contract.

Article 10: Subcontracting

The Contractor shall not enter into any subcontract with any subcontractor without prior approval of the Authority and who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States government or of the state of New Jersey.

The Contractor shall be as fully responsible to the Authority for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Article 11: Interest of the Contractor

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Article 12: Indemnification

The Contractor will indemnify and hold the Authority and its Commissioners and employees harmless from and against liability, claims, damages, losses and expenses, experts, arising out of or resulting from performance of the work contemplated hereunder, provided that such liability, claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or part by the negligent or willful acts or omissions of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone of them for whose acts they may be liable, regardless of whether or not such liability, claim, damages, loss or expense is caused in part the part indemnified hereunder.

Article 13: Governing Law

This contract will be construed in accordance with and governed by the laws of the State of New Jersey.

Article 14: Successors and Assigns

The Authority and the Contractor bind themselves, their successors and permitted assigns and legal representatives to the other party hereto and to successors, permitted assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this contract.

Article 15: Notices

Any notice, request or other communication required or allowed to be given under this contract, shall be in writing and shall be deemed to have been given to other party if (i) given by United States certified mail or by United States express mail, in either event postage and fees prepaid, courier service, or hand delivery; or (ii) by telex or fax, provided that telex or fax to the appropriate party at the address set forth below or to such other address as the part so notifies the other in writing. Any notice sent by fax also shall be sent by certified mail

To Authority

Housing Authority of the Township of Woodbridge
800B Bunns Lane
Woodbridge, New Jersey 07095
Attention: Donna Brightman, Executive Director

To Contractor:

All notices to be effective upon receipt.

Article 16: Contract Documents

Contract documents shall consist of the following component parts:

- a. This Instrument; and
- b. The specifications dated 3/9/23; and
- c. The bid submitted on 3/9/23 by the Contractor; and
- d. All modifications issued after execution of this instrument.

This instrument, together with the other documents enumerated in this Article, are as fully a part of the contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

In Presence of:

seal

Housing Authority of the Township of Woodbridge

By _____

Title _____

In Presence of:

seal

Contractor

By _____

Title _____