

Housing Authority of the City of Perth Amboy

881 AMBOY AVENUE, P.O. BOX 390, PERTH AMBOY, NJ 08862 TELEPHONE: (732) 826-3110 FAX: (732) 826-3111

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EDWARD TESTINO Counsel

REQUEST FOR PROPOSALS

for

EMERGENCY ELECTRICAL GENERATOR MAINTENANCE AND REPAIR SERVICES

at

PUBLIC HOUSING PROJECT SITES

in

PERTH AMBOY, NEW JERSEY

Proposals due by June 7, 2022 at 2:00 PM

CONTENTS

Table of Contents	2
Introduction	3
Notice – Request for Proposals	3
Proposal Submission	3
Form of Contract	4-8
List of Sites and Equipment	9
Required Proposla Documents:	
Proposal Form-Perth Amboy Admin Offices	10-11
Proposal Form-Hansen RAD, LLC	12-13
Proposal Form-Dunlap RAD, LLC	14-15
Qualification Questionnaire	16-17

Perth Amboy Housing Authority Request for Proposals Generator Maintenance and Repair

Introduction - The Housing Authority of the City of Perth Amboy (Authority) will receive proposals for emergency electrical generator maintenance and repair services at its various public housing project sites in Perth Amboy, New Jersey. The sites, equipment and billing method are listed herein.

The contract shall be for a two-year term, renewable for two additional one-year periods or one additional two-year period provided both parties are in agreement and all terms remain the same.

Notice- Request for Proposals-The following notice has been advertised in the Home News Tribune:

Public Notice-Request for Proposals

The Housing Authority of the City of Perth Amboy (Authority) will receive proposals for emergency electrical generator maintenance and repair services at public housing project sites in Perth Amboy, New Jersey. The contract shall be for a two-year term, renewable for two additional one-year periods or one additional two-year period provided both parties are in agreement and all terms remain the same.

Proposals will be received until June 7, 2022 by 2:00 P.M. prevailing time, at the offices of the Authority, 881 Amboy Avenue, PO Box 390, Perth Amboy, NJ 08862.

The written Request for Proposals may be downloaded from the Authority's website, www.PerthAmboyHA.org. All contract requirements and requirements for the proposal are described in the Request for Proposals. The Authority invites the participation of Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all offers or to waive any informalities in this solicitation.

Proposal Submission:

- 1. Interested firms shall submit their proposal to the Perth Amboy Housing Authority, 881 Amboy Avenue, PO Box 390, Perth Amboy, NJ 08862 no later than 2PM prevailing time on Tuesday, June 7, 2022 by mail or email to csmolder@PerthAmboyHA.org.
- 2. Three separate Proposal Forms, Included herein.
- 3. Qualification Questionnaire
- 4. A Business Registration Certificate (to be submitted before award date).

Form of Contract (SAMPLY ONLY-DO NOT SUBMIT)

for

Emergency Electrical Generator Maintenance and Repair Services

This **AGREEMENT** made this 1st day of July in the year 2022 by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the City of Perth Amboy 881 Amboy Avenue, P.O. Box 390, Perth Amboy, New Jersey 08862 and

Dunlap RAD, LLC

881 Amboy Avenue, P.O. Box 390, Perth Amboy, New Jersey 08862

and

Hansen RAD, LLC

881 Amboy Avenue, P.O. Box 390, Perth Amboy, New Jersey 08862

(One contract for each company above shall be executed)

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. The Contractor shall furnish all labor materials, tools and equipment and shall perform and complete all work required for emergency electrical generator maintenance and repair services at public housing sites owned by the Authority in Perth Amboy, New Jersey.

a. Periodic maintenance: The Contractor shall perform periodic maintenance services on all generators as follows.

Annually:

Test engine governor; adjust or repair as needed.

Clean and inspect generator inside and out.

Flush cooling system.

Grease generator.

Check battery.

Check and test transfer switch.

Inspect exhaust system.

Check engine ignition system.

Check fan belts.

Check turbocharger.

Test engine safety devices.

Change fuel filters.

Change engine oil and filter.

Check gearbox oil.

Check and test transfer switch.

Check and test remote enunciator panel: replace indicator lights as required.

Semi-annually:

Test engine safety devices.

Check and test transfer switch.

Clean exterior surfaces of generator.

Check fluid levels.

b. Repairs: The Contractor shall provide repair services for the generators and related equipment as needed during the term of the contract in accordance with the conditions set forth in Article 2 and Article 3 following.

Article 2. Performance of Repair Work. The Authority shall have the sole right and discretion to order work under his contract. The Authority reserves the right to award work of a similar nature, through other procurement methods, to other contractors.

Repairs shall be performed by the Contractor on an as-needed basis. The Authority makes no representation as to the amount of work that may be required during the contract period.

The Contractor shall notify the Authority of any needed repairs that may become apparent during the periodic maintenance.

The Authority shall notify the Contractor of all work to be performed by means of a written work order. The Contractor shall be entitled to a minimum payment of two (2) hours labor charges for each completed work order. Labor charges shall be calculated based upon actual time spent at the housing project work site. No charges shall be made for travel or shop time. Fractions of hours shall be rounded up to the next hour.

Typically, work shall be performed during the Authority's standard business hours. However, the Contractor shall be available to respond to emergency work order requests during non-business hours.

The Contractor may perform or complete non-emergency work orders outside of standard business hours for the Contractor's convenience only if the Authority grants prior permission. For work performed under such circumstance, the Contractor will be compensated at the standard labor rates stated in Article 5 below.

The Contractor shall respond to an emergency work order within twenty-four (24) hours of the receipt of written notification and shall respond to a non-emergency work order within seventy-two (72) hours of written notification.

The Contractor shall be equipped to perform the work with all tools and equipment ordinarily and incidentally used in the performance of repairs of electrical generators and related equipment. If specialized equipment is required to perform a work order, the Contractor shall so notify the Authority. The Contractor shall obtain the Authority's approval for the use and applicable charges for such equipment prior to the Contractor's commencement of the work order or the Contractor's procurement of equipment.

The Authority, at its discretion, may request an estimate from the Contractor of the labor and materials required to perform a work order. Estimates shall be provided at no cost to the Authority.

Upon completion of each work order, the Contractor shall present the completed written work order, indicating the actual time spent and materials used, to a designated representative of the Authority.

Article 3. Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the inspection maintenance and repair services.

All work shall be performed in accordance with federal, State, County and local statutes, regulations and codes presently established or as may be established during the term of this contract. If the Contractor performs any work contrary to any federal, State, County or local statute, ordinance, regulation or code, he shall assume full responsibility and shall bear any and all costs attributable thereto.

The Contractor shall be responsible to apply for and secure any and all permits required by governing authorities to perform the work.

All workers employed by the Contractor to perform electrical work must work under the direct supervision of a licensed electrician.

The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of each work order.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing each work order, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Article 4. Payments and Labor Rates for Repair Services.

Maintenance
The Authority shall pay the Contractor for the specified periodic maintenance services at all sites an annua fixed price ofdollars (\$00).
The Authority shall pay the Contractor for repair work at the rates shown below. The rates shall be inclusive or all costs for labor, tools and equipment.
Standard Labor Rate for Repairs Services
The Authority shall pay the Contractor for work performed during the Authority's business hours, Monday to Friday, 7:00 a.m. to 4:30 p.m., exclusive of holidays, at the following rates.
Repair Technician: dollars and cents (\$) per hour.
The Authority shall pay the Contractor for work performed at all other times at the following rates, unless work is performed at such times for the Contractor's convenience.

Premium Labor Rate for Repair	Services:		
Repair Technician:	dollars and	cents (\$	_) per hour.

Reimbursement for Parts and Material Costs

The Housing Authority shall reimburse the contractor for the actual cost of all parts and materials installed, plus a mark up of ten percent (10%).

Payment Procedure

The Housing Authority shall make payments upon the completion of work by the Contractor, including the provision of certificates of compliance, and the presentation of an invoice. Invoices for repairs must be accompanied by a completed work order signed by a representative of the Authority. Invoices including reimbursement for parts and materials must be accompanied by paid receipts. Payment shall be due within 30 days of receipt of the invoice by the Housing Authority.

Article 5. Term of Contract. This contract shall extend for a period of two years, July 1, 2018 through June 30, 2020. The contract shall be renewable two one additional one-year periods or one additional two-year period at the sole option of the Authority at the same price and rates stated in Article 4.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

- 1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
- 2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
- 3. Automobile Liability on owned on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Housing Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 8. Contract Documents. Contract Documents shall consist of the following component parts:

- 1. This instrument;
- 2. Appendix A List of Sites and Equipment;
- 3. Request for Proposals dated June 7, 2022;
- 4. Proposal submitted by the Contractor dated June 7, 2022;
- 5. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are 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 the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 8 shall govern, except as otherwise specifically stated.

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

In the presence of:	
	by
	Name
	Title
	Company
In the presence of:	• •
•	
	by
	Douglas G. Dzema, PHM
	Executive Director
	Housing Authority of the
	City of Perth Amboy

Appendix A List of Sites, Equipment and Billing Information

Richard F. Stack Apartments, 333 Rector Street

Generator Manufacturer: Generac Model: QT 10068GNA

KW: 100 Amps:200 Fuel: Nat. Gas 6.8L Transfer Switches: 2

Location: Exterior, pad mount

Wesley T. Hansen Apartments, 415 Fayette Street Generator Manufacturer: Generac Model: QT100

KW: 100 Amps: 400 Fuel: Natural Gas 6.8L Transfer Switches: 1

Location: Exterior pad mount

Stack and Hansen Apartments shall be billed to:

Hansen RAD, LLC 881 Amboy Ave., PO Box 390 Perth Amboy, NJ 08862

Management Offices

Generator Manufacturer: Kohler Model: 80ERESD

KW: 80 Amps: 400 Fuel: Natural Gas 6.8L Transfer Switches: 1

Location: Exterior pad mount

The Management Offices shall be billed to:

Perth Amboy Housing Authority 881 Amboy Ave., PO Box 390 Perth Amboy, NJ 08862

Lautenberg Center; Otlowski Gardens

Generator Manufacturer: Generac Model: QT100

KW: 100 Amps: 400 Fuel: Natural Gas 6.8L Transfer Switches: 1

Location: Exterior pad mount

Lautenberg Center shall be billed to:

Dunlap RAD, LLC 881 Amboy Ave., PO Box 390 Perth Amboy, NJ 08862

Proposal

Proposal for: Emergency Electrical Generator Maintenance and Repair Services

TO: Housing Authority of the City of Perth Amboy 881 Amboy Avenue, P.O. Box 390, Perth Amboy, NJ 08862

FROM:		
Company Name of Offeror	Federal ID#	
Street Address		
City, State - Zip Code		
Contact Telephone Number		
Contact Fax # / Email Address		
affecting the cost of the we complete all work for eme following fixed price and la	ng read all Specifications and addenda, if any, and having investigated the look, hereby propose to furnish all labor, materials, services, equipment and regency electrical generator maintenance and repair services in accordance the labor rates: Maintenance Services at the Management Offices, Fixed Price:	elated items to
Repair Technician, Standa		
	dollars and cents (\$) per hour.	
Repair Technician, Premi	um Rate:	
	dollars and cents (\$) per hour.	
Addendum Number	es the receipt of the following addenda, if any, issued by the Authority: dated dated	
	of persons interested as principals or as stockholders in this Proposal are as a partnership, list all persons who have 10 percent or more ownership in the	
Full Name Address % of	f ownership	
Full Name Address % of	f Ownership	
Full Name Address % of	f ownership	
Attach additional pages, if r	needed.	
	the line below, whether or not he is a citizen of the United States, and in all partners are citizens of the United States.	the case of a
-	anied by the Qualification Questionnaire, a New Jersey Business Registration C Contractor Registration Certificate.	Certificate and a

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5. In submitting this proposal, it is understood that the Authority reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

	AFFIDAV	/II
State of		
	SS.	
County of	_	
	being f	irst duly sworn deposes and says:
(Individual's name)		
THAT he is		······································
(Owner, Officer of	or Partner of the firm	of etc.)
	g Authority of the Ci	cal generator maintenance and repair services at public ty of Perth Amboy in Perth Amboy, New Jersey; that all plete.
	(Signature of	f Offerer)
Subscribed and sworn to before me, this	day of	, in the year
Notary Public	. My Co	mmission Expires

Proposal

Proposal for: Emergency Electrical Generator Maintenance and Repair Services										
Proposal for: Emergency Electrical Generator Maintenance and Repair Services	D	1	C	T	T11 4 - 1 1	C	N / - 1 /	1 D		·
	Pror	വരവ	TOT:	Hmergency	HIECTRICAL	t tenerator	Maintenance	and Re	mair 🔨	ervices
	LIUL	Josai	101.	Line gene y	Liccuicai	Ochiciator	Manne	and ix	pan b	

TO: Hansen RAD, LLC 881 Amboy Avenue, P.O. Box 390, Perth Amboy, NJ 08862 FROM: Company Name of Offeror Street Address City, State - Zip Code Contact Telephone Number Contact Fax # / Email Address 1. The undersigned, having read all Specifications and addenda, if any, and having investigated the local conditions affecting the cost of the work, hereby propose to furnish all labor, materials, services, equipment and related items to complete all work for emergency electrical generator maintenance and repair services in accordance therewith at the following fixed price and labor rates: Annual and Semi-Annual Maintenance Services at Hansen and Stack Apartments, Fixed Price: dollars and cents (\$.). Repair Technician, Standard Rate: _____dollars and _____ cents (\$___.__) per hour. **Repair Technician, Premium Rate:** _____dollars and _____ cents (\$___.__) per hour. 2. The offeror acknowledges the receipt of the following addenda, if any, issued by the Authority: Addendum Number _____ dated _____ Addendum Number _____ dated _____ 3. The names and address of persons interested as principals or as stockholders in this Proposal are as follows. (If the offeror is a corporation or partnership, list all persons who have 10 percent or more ownership in the corporation or partnership.) Full Name Address % of ownership Full Name Address % of Ownership Full Name Address % of ownership Attach additional pages, if needed. The offeror shall state on the line below, whether or not he is a citizen of the United States, and in the case of a partnership, whether or not all partners are citizens of the United States.

4. This Proposal is accompanied by the Qualification Questionnaire, a New Jersey Business Registration Certificate and a New Jersey Public Works Contractor Registration Certificate.

5. In submitting this proposal, it is understood that the Authority reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

	AFFIDA	/11	
State of			
County of	SS.		
	being f	irst duly sworn deposes and says:	
(Individual's name) THAT he is	· ·		
	or Partner of the firm		
	g Authority of the Ci	ical generator maintenance and repair service ity of Perth Amboy in Perth Amboy, New Jersplete.	•
	(Signature o	f Offerer)	
Subscribed and sworn to before me, this	day of	, in the year	
Notary Public	${\text{My Co}}$	ommission Expires	

Proposal

Proposal for: Emergency Electrical Generator Maintenance and Repair Services	
TO: Dunlap RAD, LLC 881 Amboy Avenue, P.O. Box 390, Perth Amboy, NJ 08862	
FROM:	
Company Name of Offeror Federal ID#	
Street Address	
City, State - Zip Code	
Contact Telephone Number	
Contact Fax # / Email Address	
1. The undersigned, having read all Specifications and addenda, if any, and having investigated the local con affecting the cost of the work, hereby propose to furnish all labor, materials, services, equipment and related its complete all work for emergency electrical generator maintenance and repair services in accordance therewith following fixed price and labor rates: Annual and Semi-Annual Maintenance Services at Lautenberg Center, Fixed Price:	ems to
dollars and cents (\$).	
Repair Technician, Standard Rate:	
dollars and cents (\$) per hour.	
Repair Technician, Premium Rate:	
dollars and cents (\$) per hour.	
2. The offeror acknowledges the receipt of the following addenda, if any, issued by the Authority: Addendum Number dated Addendum Number dated	
3. The names and address of persons interested as principals or as stockholders in this Proposal are as follows. offeror is a corporation or partnership, list all persons who have 10 percent or more ownership in the corporate partnership.)	
Full Name Address % of ownership	
Full Name Address % of Ownership	
Full Name Address % of ownership	
Attach additional pages, if needed.	
The offeror shall state on the line below, whether or not he is a citizen of the United States, and in the cas partnership, whether or not all partners are citizens of the United States.	e of a

- 4. This Proposal is accompanied by the Qualification Questionnaire, a New Jersey Business Registration Certificate and a New Jersey Public Works Contractor Registration Certificate.
- 5. In submitting this proposal, it is understood that the Authority reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

AFFIDAVIT

State of		
	SS.	
County of		
	being	first duly sworn deposes and says:
(Individual's name)		
THAT he is		,
	or Partner of the firm	
	ng Authority of the C	rical generator maintenance and repair services at public City of Perth Amboy in Perth Amboy, New Jersey; that all aplete.
	(Signature o	of Offerer)
Subscribed and sworn to before me, this	day of	, in the year
Notary Public	$-{\mathrm{My C}}$	ommission Expires

Qualification Questionnaire

Proposal for: Emergency Electronic	rical Generator Maintenance a	nd Repair Services	
Name of Offeror:			
			-
	offeror to present evidence that	at he has been in business for at least <u>3</u> year lar contracts.	
How many years have you been	n or engaged in business under	your present firm or trade name?	
		Years.	
(b) How many years has your o	organization been performing the	he work required under this contract?	
(a) If a composition analyse the	fallowing	Years.	
(c) If a corporation, answer the	C		
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) List New Jersey trade licen	use(s), if any:		
Types of license:	; Number:	; Effective Date:	-
Types of license:	; Number:	; Effective Date:	-
Types of license:	; Number:	; Effective Date:	-
(f) If the contract is awarded to	your firm, who will personall	ly supervise the work?	
(g) Are there any liens of any the lien.	character filed against your co	ompany at this time? If so, specify the natu	re and amount of
(h) Give trade references:			

(i) Give bank references:				
(j) Give full information concerning all or or government contracts.	f your contracts in pr	rogress or complete	d within the last 3 years	s, whether private
OWNER/LOCATION I	DESCRIPTION	CONTR	RACT AMOUNT	_
State of				
County of				
(Individual's Name)		_ being first duly s	worn deposes and says:	
THAT he is(Owner, Officer or Partner	er)		Oi	f
(Firm Name)				-
and that he hereby authorizes and request Housing Authority of the City of Perth Qualification; and that all answers to the	Amboy in verificat	tion of the recitals	comprising this Stater	nent of Offeror's
-	(Sigr	nature of Offeror)		_
Subscribed and sworn to before me, this _	day of	, i	in the year	_
-		Notary Public		_
My Commission expires				