

**Borough of Highland Park Housing Authority
242 South 6th Avenue Highland Park, NJ 08904**

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Donna Brightman, Executive Director

Request for Proposals

For:

Vended Laundry Services

for the

Samuel J. Kronman Apartments

Located in

Highland Park, NJ 08904

 APRIL 2018 

PROPOSALS DUE BY: TUESDAY, APRIL 17, 2018 at 2:00 PM

Welcome to the Highland Park 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 Highland Park Housing, New Jersey, was created on May 15, 1956.

The Authority is composed of 24 units of family public housing, 100 units of senior citizen public housing and 145 units of Section 8 housing.

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

Mission Statement

Our aim is to ensure safe, decent and affordable housing; create opportunities for residents’ self-sufficiency and economic independence; and assure fiscal integrity by all program participants.

In order to achieve this mission, we will:

- Recognize the residents as our ultimate customer.
- Improve PHA management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and results-oriented field personnel.
- Seek problem-solving partnerships with PHA, resident, community, and government leadership.
- Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement.
- Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts

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**REQUEST FOR PROPOSAL
HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK
VENDED LAUNDRY SERVICES**

I. INTRODUCTION

The Housing Authority of the Borough of Highland Park (Authority), New Jersey is seeking proposals to establish a contract through competitive proposals for the operation and management of the laundry facilities (12 machines) at the Authority’s Samuel J. Kronman Building.

The Authority wishes to provide the highest quality vended laundry service at the lowest possible prices to its residents. The service must provide high quality, well maintained equipment while providing the maximum financial return to the Authority.

The laundry programs offered must further enhance living at the Authority. The selected vendor must be committed to meeting the immediate needs of the Authority and its residents along with providing for long term enhancements through technological improvement including, but not limited to a card debit system.

II. PRE-BID MEETING

Pre-bid meetings shall be by appointment only. Please email CS@WoodbridgeHousingAuthority.org to request an appointment. The purpose of the pre-bid meeting is for all interested parties to familiarize themselves with the laundry rooms so that a more accurate proposal may be submitted. Attendance is not mandatory but is **strongly recommended**.

III. LOCATIONS AND CURRENT QUANTITIES OF MACHINES

Building Name And Address	Front Load Washers	Dryers	Location(s)
Samuel J. Kronman 242 So. Sixth Ave. Highland Park, NJ 08904	6	6	6 One set on each floor

Also, one card reader is located on the first floor for the convenience of our residents. Proposers shall include a card reader (or other) as part of their proposal.

IV. SPECIFIC REQUIREMENTS

1. Contractor shall furnish on call maintenance service with a minimum response time of twenty-four (24) hours after telephone notifications excluding weekends and holidays.
2. Contractor shall replace within forty-eight (48) hours of attempted repair any washer or dryer for which required replacement parts are not available with an operable washer or dryer equal to that being replaced.
3. Contractor shall, at the Authority’s request, replace any washer or dryer that has had five (5) or more malfunction calls within a 30-day period.
4. Contractor shall be fully responsible for the total laundry service (except for the provision of space, water and electricity) including service, repair/maintenance regardless of cause, parts, resident refunds, clothing claims, collections of revenues and insurance.

5. Contractor shall provide and maintain machines adequate to providing continuous service. Machines must receive Authority approval and will be judged on appearance, durability, performance, simplicity and safety of operation. Machine locations will be designated by the Authority prior to installation and, insofar as practical, machines kept in one location shall be of the same color and size. The Authority reserves the right to require that machines be removed, replaced, or that additional machines be installed at existing or new locations as experience and conditions indicate, and that new variations of machines be installed as they become available by agreement with the Contractor.
6. Contractor shall provide money for refunds as a result of machine malfunctions and the Contractor shall maintain a record of refunds made. Locations and number of refunds stations shall be agreed to when the contract is awarded.
7. Contractor shall be responsible for the delivery, receiving, storage and security of all equipment, parts and supplies provided under the terms of this contract.
8. Contractor shall provide the Authority with \$1,000,000.00 in laundry insurance coverage. Additional insurance shall be stated in the proposal submission.

V. EQUIPMENT SPECIFICATIONS

1. Washers and dryers shall be commercial type, heavy duty, electrically operated 60 cycles, 120-130 volts/208 volts, single or 3 phase, UL or equivalent listed, with water and/or energy saving features. All equipment must be **Energy Star qualified machines**.
2. Washers and dryers shall be simple to operate; operation instructions shall be conspicuously posted on each machine or elsewhere in the immediate vicinity of the machine.
3. Tables in sufficient quantities (space permitting) or other similar work space suitable for sorting and folding of clothing shall be provided and shall be compatible in design, finish and quality with washers and dryers.
4. All laundry equipment shall be new, of the current year's manufacture. All replacement machines needed during the period of performance under this contract shall be of the same age or newer than the existing machines.
5. The laundry equipment shall be of adequate size, capacity and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at a location and shall be of modular design and the same height to give uniformity of appearance.
6. The Contractor shall provide handicap accessible equipment, as required by the Authority, in accordance the Americans with Disabilities Act of 1990.
7. All equipment must be reviewed and approved in advance, in writing, by the Authority.
8. Ownership of all Contractor furnished laundry equipment shall remain with the Contractor.
9. Dryers shall be metered for a minimum of 50 minute drying time. Washers shall be metered for a time cycle of 30 minutes. If the Contractor determines it necessary to change a washing/drying metered time and/or the prices during the contract period, the Contractor shall make those changes only after written approval of the Authority. The Contractor may be

requested to adjust the guaranteed yearly payment to the Authority upon any contract price adjustment.

10. All machines shall be individually identified and equipped with concealed cycle counters so as to provide the Contractor, as well as the Authority with a means of revenue verification on each machine. At the start of the agreement period, the Contractor shall furnish the Authority with counter readings on each machine and provide same at each collection period. The Authority reserves the right to verify meter readings at any time during the agreement period.
11. The Contractor, at the Authority's sole option, shall increase or decrease the number of machines operated during the period of the agreement and additional machines shall be operated under the same terms and conditions of the original agreement. Equipment no longer required by the Authority shall be promptly removed at the Contractor's expense.
12. Washers shall have a minimum capacity of 14 pounds (dry weight) and shall not utilize more than twenty-five (25) gallons of water per wash load. Washers shall have standard connections and be capable of operating on a twenty (20) amp circuit without overloading the electrical circuit during normal operations. The washers shall have a minimum of six (6) cycles.
13. Dryers shall be designed for operation on a thirty (30) amp circuit under normal conditions. Dryer shall be capable of removing a minimum of twelve (12) pounds of water per hour when loaded with twenty-five (25) pounds of wet clothing, having a moisture retention of seventy percent (70%). Dryers shall have a minimum tub capacity of fifteen (15) pounds of dry weight. Stacking dryers, if any, may be required where the Authority specifies.
14. Complete descriptive literature must be submitted with the proposal. This information is to include data on utility consumption. The Authority reserves the right to valuate utility consumption as a factor in award.

VI. INSTALLATION

1. Contractor shall provide maximum ventilation for each dryer. This shall include, but not limited to venting materials, vent or exhaust fans and labor. Venting may be to the outside or into an existing laundry exhaust system as determined by mutual agreement between the Authority and the Contractor. All venting and exhaust systems shall be installed in accordance with all applicable building codes. Changes to existing ventilation systems will be the financial responsibility of the Contractor. Contractor shall provide fire, health and safety measures for the users and the Authority.
2. All expenses for the installation or removal of washer and dryer machines shall be borne by the Contractor.
3. Upon award of the contract, the successful contractor must be prepared to immediately assess and recommend, within 15 days, changes to the existing utilities necessary to accommodate new equipment. The successful contractor will absorb plumbing and electrical installment costs necessitated by additional equipment or new laundry areas.
4. Vendor shall properly anchor front-load machines by a method to be approved by the Authority. The Authority requests that at least one front load washer be placed in each area.

5. All machines must be clearly and boldly labeled indicating machine number for easy call-in reference. Cost and cycle times must also be clearly labeled on each machine, as well as repair and refund procedures.

VII. VOUCHER REFUND SYSTEM

1. Contractor shall make available a refund petty cash fund (or other system) to replace any monies from malfunctioning machines. This voucher system shall include a form supplied by the Contractor and approved by the Authority to be filled out by the person making the refund claim. The form shall include the following information: what machine, when, what happened, date, building, and who suffered the loss. The Contractor shall expedite and be liable for maintenance of such refunds to the satisfaction of the Authority.
2. The Authority shall designate personnel to issue refunds and to document the machine and the date and time from which the refund was issued. The Contractor shall be provided with a list of assigned personnel.
3. If applicable, Contractor shall provide each assigned person for a specific location with a ten dollar (\$10.00) or twenty dollar (\$20.00) refund change fund as determined appropriate by the Authority. Refund change fund banks shall be small, lockable cash boxes with one key. The key shall remain in the possession of the assigned person. Change fund bank boxes must meet with the Authority's approval. The refund change banks shall remain the property and responsibility of the Contractor at all times.
4. If applicable, Contractor shall reimburse all refund change fund banks weekly, at a minimum. The Contractor shall inform the Executive Director of any refund bank discrepancies, to include lost or stolen cash, within twenty-four (24) hours of identification. In the event that cash is lost or stolen, the Contractor shall be responsible for establishing a replacement refund bank to ensure no interruption of timely refunding to residents at no cost to the Authority.

VIII. DAMAGE

Contractor assumes full risk and responsibility for any loss, destruction or damages resulting from this contract occurring to Authority property and to any of the Contractor's property.

IX. SPACE AND STORAGE OF CONTRACTOR'S PROPERTY

Contractor shall not be required to pay any rental for the space occupied by the washer and dryer equipment furnished when in use on the premises of the Authority. Contractor is not authorized to make any improvement or alteration to the space or to the facilities in which the machines are installed without the prior written approval of the Authority. The Authority permits the Contractor to use such spaces as necessary to carry out the terms of this contract; such spaces are those areas presently used for vended laundry services. Any new areas not presently utilized for laundry vending services must be mutually agreed upon, in writing, between the Authority and the Contractor.

X. MAINTENANCE SERVICE

1. Contractor shall provide maintenance and repair service five (5) days a week.
2. Contractor shall, at all times, at its expense, maintain the laundry machines, including any meters and special attachments, in proper mechanical working order and make all necessary

repairs and replacement of parts. The Contractor shall also keep the laundry equipment, material handling equipment and properly identified service vehicles, in a clean, attractive and sanitary condition to the satisfaction of the Authority.

3. Contractor shall respond to emergency calls within twelve (12) hours of notification. Emergency is defined as any situation that poses a danger to users or Authority property. Equipment which cannot be returned to full service within forty-eight (48) hours of notification of needed repair shall be replaced with comparable equipment of the like quality until the original equipment is returned to service or permanently replaced at no cost to the Authority. If the Contractor fails to repair any equipment within the specified 12 or 48 hour response times, the Authority reserves the right to call another contractor to make all necessary repairs. The Contractor shall reimburse the Authority for all expenses paid to outside contractors for services rendered.
4. The premises, equipment, supplies and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the Authority. The Contractor shall ensure adherence to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related execution of the term of this contract. The Contractor shall be responsible for cleaning of machines, vents and fans on a schedule mutually agreed to by the Authority. On a semi-annual basis, as a minimum, the contractor shall clean behind and under all equipment. Acceptability of cleaning shall be determined by inspection by the Authority housekeeping manager. Arrangement for inspections shall be made through the Authority's Maintenance Department.

XI. REPORTING AND INSPECTION REQUIREMENTS

1. Contractor shall provide the following documentation to the Authority for approval:
 - A. Revenue Statement-Contractor shall provide the Authority with a monthly (or quarterly) statement detailing all revenue itemizing sales activity by location and by washer and dryer. All monthly (or quarterly) financial statements (and payments) shall be sent no later than the 15th of each month (or quarter) for the preceding quarter to the attention of the Finance Department.
 - B. All washer and dryer equipment shall be identified by equipment make, model, year of manufacture, serial number and location for the permanent files of the Authority. It is the responsibility of the contractor to keep this information current.
 - C. Contractor shall provide the specific equipment location with information as to where malfunction reports, operational comments and refund requests may be directed. All information required to be posted, including permits, licenses and price regulations shall be displayed by the Contractor in an appropriate manner approved by the Authority without defacing the facilities of the Authority.
 - D. Contractor's management representative, other than the route person(s), shall conduct equipment and facilities maintenance and sanitation inspections at least once a month. An inspection report, detailing any problems or matters of concern, shall be provided to the Authority.
 - E. The Authority shall periodically and without advance notification inspect the laundry facilities and equipment with or without a Contractor's employee.

XII. TERM OF CONTRACT

The term of this contract period shall be for a three (3) year period commencing June 1, 2018 through May 31, 2021. The contract shall be renewable for one additional two-year period at the same terms and conditions.

All contract obligations shall prevail for at least 90 days after the effective date of the contract. For the protection of both parties, this contract may be canceled by either party giving 30 days prior notice in writing to the other party.

XIII. EVALUATION PROCESS-COMPETITIVE PROPOSAL EVALUATION SYSTEM

All proposals will be evaluated by an Evaluation Committee in accordance with the following factors and requirements:

- 1. Equipment 30 Points**
Equipment manufacturer, description literature, capacity, temperature settings, cycles, etc., to be installed, utility requirements, ease of use, potential technological upgrades, energy efficiency, tables, etc.
- 2. Qualifications/Experience of Offerors in providing the services 20 Points**
Qualifications and experience of personnel assigned to this project, description of training program of service personnel. Please include at least three company references in this section. Also include in this section methodology for service call handling, response times, promoting the reporting of equipment failures for repairs, satisfaction of users survey income reporting and inspection plans.
- 3. Payment Method 30 Points**
Explain in detail the payment method that shall be used for all machines (coin or debit system). Ease of use for seniors shall be considered, installation of payment equipment (including change machines, if applicable), reimbursement plan to residents,
- 4. Compensation 20 Points**
Cost per load to residents (\$1.35 for washer / \$1.10 for dryer recommended), percentage of commission to the Authority, timing of payments and cycle lengths.

XIV. SUBMISSION REQUIREMENTS

In addition to the instructions outlined on form HUD-5369-B, Instructions to Offerors Non-Construction, a copy of which is included herein, all bidders shall submit the following:

1. Proposal Preparation - Interested firms shall submit an original and two (2) copies of their proposals to Donna Brightman, Executive Director, Highland Park Housing Authority, 242 So. Sixth Ave., Highland Park, NJ 08904 no later than 2:00 PM on Tuesday, April 17, 2018 by mail or delivery. The proposals must be sealed in an envelope clearly marked "**Vended Laundry Services-Do not open before 4/17/18 at 2:00 PM**" with the proposer's name, address, telephone number and fax number.
2. Detailed narrative addressing evaluation factors 1-4 under part XIII above.
3. A signed Stockholder Disclosure Certification.

4. A signed Non-Collusion Affidavit.
5. A Business Registration Certificate (before contract award).

End of RFP Package

Please be sure you have:

- √ read all instructions
- √ complete the following forms as required
- √ supply all required documentation
- √ accurately address and label/identify your submission
- √ assure timely delivery of completed bid package

Thank you for your interest in the Highland Park Housing Authority.

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**LEGAL NOTICE-REQUEST FOR PROPOSAL
HOUSING AUTHORITY OF THE BOROUGH OF HIGHLAND PARK
VENDED LAUNDRY EQUIPMENT SERVICES**

The Housing Authority of the Borough of Highland Park, New Jersey is seeking proposals from qualified contractors to supply, install, maintain and service approximately 12 vended laundry equipment (6 washers and 6 dryers) and one card reader in the Authority's Samuel J. Kronman building, a six story apartment complex located in Highland Park, NJ for a period of three years, renewable for two additional years. Proposals will be ranked using a competitive proposal evaluation factor system. Businesses submitting proposals in response to the Request for Proposals (RFP) must be licensed to do business in the State of NJ. The RFP may be downloaded from www.HighlandParkHousing.org. An original and two (2) copies must be submitted no later than 2:00 PM on Tuesday, April 17, 2018 and addressed as requested in the RFP. The Authority is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in the employment or procurement of services. Bidders are required to comply with the requirements of P.L. 1975 Chapter 127 (N.J.A.C. 17:27). The Authority reserves the right to reject any and all proposals.

Advertised: Home News Tribune – 3/1/18

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.**

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

The contractor and the Housing Authority of the Borough of Highland Park, NJ (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. S12101 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.

Highland Park Housing Authority

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!**

Highland Park Housing Authority

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 _____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Highland Park Housing Authority 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 _____,
(title of bid proposal)

and that I executed the said proposal with 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 Highland Park Housing Authority relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

Highland Park Housing Authority

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

(Print or Type)

Title: _____

Date: _____

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

PROPOSAL DOCUMENT CHECKLIST

PROPOSAL DOCUMENT CHECKLIST*

Required by the Authority	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	An Original and 2 copies of entire Proposal	
<input type="checkbox"/>	Evaluation Factors 1-4 Support	
<input type="checkbox"/>	References and Resumes	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Valid State of NJ Business Registration Certificate	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

Appendix A-CONTRACT-Sample only...please do not submit with your bid

**For: Vended Laundry Service at
Samuel J. Kronman Building**

This **CONTRACT** made this 1st day of June in the year 2018 by and between

(Company Name)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Borough of Highland Park
242 So. Sixth Ave., Highland Park, NJ 08904

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 as requested in the Request for Proposals (RFP) dated April 17, 2018 for Vended Laundry Services at the Authority's Samuel J. Kronman Building.

Article 2. Term of Contract. This contract shall extend for a period of three years, June 1, 2018 through May 31, 2021. The contract shall be renewable for two additional one-year periods at the agreement of both parties and at the same rates stated in Article 3 below.

Article 3. Rates and Payments. The Contractor agrees to provide services in compliance with the Request for Proposals dated April 17, 2018 and the Contractor's proposal dated April 17, 2018, both included herein as if repeated at length, at a percentage of commission on gross sales offered of ____%. Gross sales is defined as total sales transactions, minus applicable and excise taxes, refunds and returns.

The prices per wash and dry cycles shall be as follows:

\$____ charge per wash cycle

\$____ charge per full dry cycle (52 minutes)

Change machines and / or debit/credit card systems shall be provided at no extra cost to the Authority.

Article 4. 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 \$500,000.00 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 5. 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 7. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. General Conditions for Non Construction Contracts, form HUD-5370-C-II;
3. Request for Proposals dated 4/17/18;
4. Proposal submitted by the contractor dated 4/17/18;
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 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 Name
Phone Number

In the presence of:

_____ by _____

Donna F. Brightman
Executive Director
Housing Authority of the Borough of Highland Park
732-572-4420