



**NORTH HUDSON**  
COMMUNITY ACTION CORPORATION

800 31<sup>st</sup> Street  
Union City, NJ 07087

**REQUEST FOR PROPOSAL  
FOR  
BOILER REPLACEMENT**

**February 1, 2018**

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## **INTRODUCTION**

North Hudson Community Action Corporation (NHCAC) is a cornerstone of health and human services in New Jersey, serving more than 84,000 low-income residents at eleven locations spread across three counties. An award-winning leader in its field for more than 50 years, NHCAC has played a vital role in creating much-needed services such as ob-gyn and prenatal care, emergency food and shelter, transitional housing, educational programs and mental health and addiction services.

North Hudson Community Action Corporation is a not-for-profit New Jersey corporation providing health care and social services to residents of Hudson, Bergen and Passaic Counties. NHCAC operates 10 Federally Qualified Health Centers. One of those is located at 5301 Broadway, in the Township of West New York, New Jersey.

## **PROJECT DESCRIPTION**

NHCAC wishes to remove an abandoned incinerator and to replace a three-section Weil-McLein natural gas-fired boiler located in the basement boiler room. Heating and hot water is currently distributed through the building via two pumps.

NHCAC also wishes to replace the current system with two new Aerco Benchmark BMK Platinum 1500 gas-fired boilers, controls, flue venting and distribution pumps.

Respondents must agree to review all applicable codes to determine licensing requirements and prepare all required schematic drawings, cooperate with NHCAC in submitting all required documents to the New Jersey Department of Health and the Department of Community Affairs for functional reviews and approvals and to West New York for essential permits. The cost of such services shall be included in the total price, including parts and labor, proposed for the project. The costs of permit fees and licenses will be borne by NHCAC.

Installation of the new boiler must be completed by **May 30, 2018**. Installer will be responsible for removal and appropriate disposition of all parts of the old incinerator and boiler and leaving the area in clean and good condition.

## **BONDING REQUIREMENTS**

Vendors must comply with the following bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## OTHER CONDITIONS

By submitting a response to this RFP the Respondent agrees to all of the following:

- A. NHCAC reserves the right to award or cancel this procurement process at any time.
- B. NHCAC is not bound to accept the lowest bid, nor any proposal submitted. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
- C. Failure to meet the response delivery date may be basis for disqualification of the Respondent proposal.
- D. Respondents are fully responsible for all costs, both direct and indirect, of development and submission of their response to this RFP, including, but not limited to, any supplementary documentation, information, travel, and presentation expenses.
- E. NHCAC will maintain sole ownership of responses after submission.
- F. Respondents agree that submission of a proposal warrants acceptance of the above general terms and considerations and guaranteed pricing for one year.
- G. The successful applicant may also be required to present additional documentation/or information necessary to determine financial and programmatic capability.

## INQUIRES – POINT OF CONTACT

Interested parties will be able to inspect the current heating system, discuss plans, and get answers to questions between this date and **February 14th, 2018** by contacting **Vito Veneruso** at 800 31<sup>st</sup> Street, Union City, New Jersey, 07087. **(201 741-5980)**.

## SUBMISSION REQUIREMENTS

- A. Respondents must submit proof that they are licensed and insured in New Jersey for boiler removal and installation and at least three recent references from commercial customers.
- B. Respondents must submit a detailed price proposal including a time line for beginning and completion of the project.
- C. All proposals are to be submitted to Joan M. Quigley, President & CEO, North Hudson Community Action Corporation, 800 31<sup>st</sup> Street, Union City, New Jersey, 07087 on or before **February 15<sup>th</sup>, 2018; 1:00 pm**. Proposals will be opened at noon that day and all respondents are invited to be present.

### Checklist

**Proposals MUST be provided in both electronic and hardcopy formats by the Due Date (see Submission Timeline).** Please place **three (3) copies** of your RFP in a sealed envelope and clearly **label in the lower left corner "Proposal for Boiler Replacement."**

- Vendor Agreement and Certification;
- Proof that they are licensed and insured in New Jersey for boiler removal and installation;
- Three (3) recent references from commercial customers;
- A detailed price proposal; and
- A time line for beginning and completion of the project.

## SUBMISSION INSTRUCTIONS

NHCAC will convene a selection group to review the proposals and information received in response to this RFP. During this review process, additional information may be required of the respondent\vendor and some respondents will be invited to NHCAC in order to clarify any responses and further discuss the vendor's offer. All contact and any questions between respondent and NHCAC should be routed through the NHCAC point of contact (contact information below). NHCAC expects completion of the evaluation process and identifying its contractor choice for the required services within the timeframes outlined in Section V. above.

## SUBMISSION TIMELINE

This process will be guided by the following timeline. All dates are subject to change at the sole discretion of NHCAC.

### Milestones

RFP Issued  
Contractor Responses DUE DATE/TIME  
Contractor Selected  
Contractor Notified  
Completion of Scope of Work

### End or Due Date

February 1, 2018  
February 15<sup>th</sup> 2018; 1:00 pm  
February 20<sup>th</sup>, 2018  
February 21<sup>st</sup>, 2018  
May 30<sup>th</sup>, 2018

**LATE PROPOSALS WILL NOT BE ACCEPTED**

## COMPLIANCE WITH FEDERAL REGULATIONS

### **EEO**

NHCAC will continue to foster a work environment free from unlawful discrimination. NHCAC does not tolerate employment discrimination on the bases of race, color, religion, national origin, sex, pregnancy, gender identity, sexual orientation, age, disability (physical or mental), genetic information, or retaliation for opposing discriminatory practices or participating in the discrimination complaint process. This applies to all terms and conditions of employment, including recruitment, hiring, promotions, transfers, reassignments, training, career development, benefits, and separation. In addition, NHCAC will provide reasonable accommodation to qualified individuals with disabilities and accommodations for religious practices in accordance with applicable laws and procedures.

### **Davis Bacon Act**

NHCAC adheres to the Davis-Bacon Act, prevailing wage provisions, and Section 3 requirements. The Prevailing Wage Compliance contractor will be responsible for certifying all payroll wages, and documenting compliance with Davis-Bacon and Section 3 requirements by both the General Contractor and all subcontractors.

### **Anti-kickback Act**

NHCAC will not knowingly and willfully offer, pay, solicit, or receive any remuneration to induce or in return for: (1) referring an individual to a person for the furnishing or arranging for the furnishing of any item or service payable in whole or in part under a federal health care program; or (2) purchasing, leasing ordering, or arranging for, or recommending purchasing, leasing or ordering any good, facility, service or item payable under a federal health care program.

### **Women and Minority Owned Businesses**

Efforts will be made by NHCAC to utilize small business, women and/or minority owned businesses. An applicant qualifies if it meets the definition of “small business” as established by the Small Business Administration (13 CFR § 121.201)

**Thank you for your interest in North Hudson Community Action Corporation.**

**VENDOR AGREEMENT AND CERTIFICATION**

By signing below, the vendor representative expressly certifies and warrants that all information that has been provided in this RFP response is accurate. The individual further acknowledges that all services and products described in this RFP response is immediately available and warrants that the vendor is able to deliver, install and complete all expected services within the required timeframes.

Furthermore, if it appears or becomes known that information provided in this RFP response is not true, or there are products or services that NHCAC has been assured it would receive but do not exist, or there will be additional charges not included in the proposal, then NHCAC reserves the right to terminate all discussions, negotiations, and/or implementation with an immediate and full refund of any fees paid by NHCAC.

All signatories to this document agree and warrant that they have made no changes or altered this RFP in any way, and are authorized to make all commitments set forth in this RFP response. Representatives signing below also agree that all responses to this RFP, and any documentation submitted, may be referenced in any final purchase agreement or contract between NHCAC and the vendor as an addendum and become legally binding.

**Our response is for the following services and products described in the NHCAC RFP dated February 2018.**

**Company** \_\_\_\_\_

**Name of Company**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature**

\_\_\_\_\_

**Printed Name and Title**

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_