

IRVINGTON HOUSING AUTHORITY

Invitation for Bids (IFB)

Boiler Maintenance and Services

IHA IFB-2026-02

Issue Date: January 22, 2026

1. Introduction

The Irvington Housing Authority (IHA) invites qualified contractors to submit bids to provide boiler maintenance and repair services. Maintenance and repair services are required in two 11-story public housing buildings located at 81 Union Avenue and 624 Nye Avenue, Irvington, New Jersey. Each building has three boilers, a hot water heat exchanger and various auxiliary heating equipment. The selected contractor will provide annual boiler maintenance and additional repair services to ensure the boilers and auxiliary equipment are in good operational condition and capable of passing all local, state and federal boiler inspections.

2. Scope of Services

A. Annual Maintenance Requirements

- Prepare 6 boilers for annual inspections by opening the fire and water side
- Conduct an inspection of the 6 boilers, within 3-days of the inspection provide a written estimate of labor and materials necessary to complete identified service or repairs
- Close 6 boilers after inspections are complete

B. Additional Repair and Installation Services

- When approved by IHA, complete identified service or repairs to the boilers or auxiliary equipment in the agreed upon duration

C. Emergency Response Site Visit

- At the request of IHA staff, provide a qualified boiler technician on-site within 4 hours of notice to survey boilers or auxiliary equipment for emergency repair needs
 - Within 24-hours of emergency site visit, provide a written estimate of labor and materials necessary for emergency repair
 - When approved by IHA, complete identified emergency service or repair in the agreed upon duration
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3. Pre-bid Conference

A non-mandatory pre-bid conference is scheduled for February 5, 2026 at 10 am EST at 101-A Union Avenue, Irvington, NJ. Vendors not attending the pre-proposal site visit are encouraged to visit the site prior to bid submission to ensure a thorough understanding of the site and requirements.

4. Bid Requirements

Submit one signed copy of your bid containing

- Exhibit A: Signed Completed Pricing Worksheet with unit rates and line item totals
- Exhibit B: Signed Non-Collusion Affidavit
- NJ Business Registration Certificate
- Proof of Insurance as outlined in section 6 below
- Signed Acknowledgment of Addenda (if issued)

Signed copies of bid packages can be mailed or hand delivered to Irvington Housing Authority, 101-A Union Avenue, Irvington, NJ 07111. Ensure bids are received by the housing authority before the bid submission deadline of 1:00 pm local time on February 19, 2025.

5. Evaluation Criteria

A contract will be awarded to the lowest responsive responsible bidder in accordance with the Authority's procurement policy.

6. Contract Terms

- Initial term: One year
 - Renewal: Four optional one-year contract extensions
 - Termination: 30-day notice by either party
 - Invoicing: Monthly with itemized detail
 - Insurance: Minimum \$1M general liability, \$500K auto, statutory workers comp
 - Indemnification: Contractor shall hold IHA harmless from claims arising from performance
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7. Timeline

Milestone	Date
RFP Issued	January 22, 2026
Pre-Bid Meeting	February 5, 2026, 10:00 am at 101-A Union Avenue, Irvington, NJ 07111
Questions Due	February 12, 2026, by 5:00 pm local time
Bids Due	February 19, 2026, before 1:00 pm local time at 101-A Union Avenue, Irvington, NJ 07111
Contract Award	March 15, 2026
Services Begin	April 15, 2026

8. Questions

Direct any questions to Doug Helmann at dhelmann@ihanj.org or (571) 447-3629. We appreciate your interest and look forward to your bid.

Exhibit A – Pricing Sheet (to be completed by vendor and submitted with bid)

Irvington Housing Authority Boiler Maintenance and Service Pricing Worksheet

Bidder's Name: _____

Date: _____

Bidder's Signature: _____

Title: _____

IHA Boiler Maintenance and Service Repair Pricing Worksheet				
Line Items	Units	Unit of Measure	Unit Bid Rate	Line Item Total (Units*Unit Bid Rate)
Open fire and water side boiler for inspection	6	ea		
Inspect boiler, provide written estimate for any repairs or service needs	6	ea		
Inspect boiler room auxiliary equipment, provide written estimate for any repair or service needs	2	ea		
Close fire and waterside boiler after inspection	6	ea		
Emergency Response Site Visit	1	ls		
Emergency Repair Labor Rate-Boiler Technician	1	hr		
Emergency Repair Labor Rate-Helper	1	hr		
Regular Repair Labor Rate-Boiler Technician	1	hr		
Regular Repair Labor Rate-Helper	1	hr		
Material Markup Percentage			_____ %	N/A

Exhibit B – Non-Collusion Affidavit (to be completed by vendor and submitted with bid)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____

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 _____ the bidder making this Proposal for the bid entitled _____, 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 _____ 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

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Exhibit C: Sample Service Contract Template, to be completed after bid receipt and before contract award

Irvington Housing Authority Service Contract Template

THIS AGREEMENT made this ?? day of ??, ????, by and between (Insert Contractor Name), hereinafter called the “Contractor”, and the Housing Authority of the Township of Irvington, hereinafter called the “Authority”.

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

ARTICLE 1: STATEMENT OF WORK. (Insert scope of work)

ARTICLE 2: TIME OF COMPLETION. The Contractor shall complete work under this Contract within ??? calendar days of receipt of a written Notice to Proceed or receipt of applicable permits. The Contractor remains liable for damages caused other than by delay.

ARTICLE 3: THE CONTRACT PRICE. The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions and as provided in the Contract Documents, in particular the fee negotiated between the parties or the fee as specified in the proposal/bid submitted.

ARTICLE 4. PERFORMANCE OF WORK, WORK REQUIREMENTS AND CONTRACTOR'S RESPONSIBILITY. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority or as listed in the subcontractor certificate.

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 5. RATES AND PAYMENTS. The Authority shall pay the contractor (insert bid price) after all work has been satisfactorily completed. Payment shall be due within 30 days of receipt of the invoice by the Authority.

ARTICLE 6: NEW JERSEY BUSINESS REGISTRATION.

- A. The Contractor has provided a copy of its New Jersey Business Registration Certificate prior to the execution of this Contract.
- B. The Authority shall not be responsible for the Contractor's failure to comply with any of the requirements of the applicable New Jersey law on this issue.
- C. The Contractor shall maintain and submit to the Authority a list of subcontractors, if such are approved by the Authority, and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.
- D. The Contractor must notify subcontractors by written notice to comply with the following:
 - (i) A subcontractor who is listed on the Subcontractor Certificate, which is part of this Contract, shall provide a copy of its business registration to the Contractor who shall forward it to the Authority prior to the execution of this Contract.
 - (ii) For any other subcontractor (other than those listed in the above paragraph), that subcontractor shall provide a copy of its business registration to the Contractor who shall forward it to the Authority before the subcontractor begins work.
 - (iii) No contract with a subcontractor shall be entered into by any Contractor under this contract with the Authority unless the subcontractor first provides proof of valid business registration.
 - (iv) The Authority shall file all business registrations received by it with other procurement documents related to this contract.
- E. The Contractor, or the Contractor with a subcontractor and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales or tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly, or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

ARTICLE 7: CONTRACT DOCUMENTS. Contract documents shall consist of the following component parts:

- A. This Instrument
- B. (Insert documents)

This instrument, together with the documents enumerated in this Article, form 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. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies. The Authority shall not alter any such post orders without the prior written authorization of the Contractor. If the Authority alters such post orders without the Contractor's prior written authorization, the Authority shall be solely liable for any and all consequences.

ARTICLE 8. 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:

- A. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.

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 contract 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 may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

The Housing Authority of the Township of Irvington shall be listed as Additional Insured on General Contractor and all Sub-Contractor's Insurance Certificates. IHA shall also be a Certificate Holder for all Insurance Certificates.

ARTICLE 9: CONTRACT ADMINISTRATION. Contractor is to provide a contact person during the period of performance of the contract. Authority's designated representative during the period of performance of this contract is Tisha Barnes, Executive Director.

Authority shall retain all ownership rights in all Contact data and all electronic data Authority transmits to Contractor to or through the Services. Authority represents that it has the right to authorize and hereby does authorize Contractor to collect, store and process Authority Data subject to the terms of this Agreement. Authority shall maintain a copy of all Contact data it provides to Contractor.

ARTICLE 10: CONFIDENTIAL INFORMATION. Confidential Information means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without

limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Authority Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

ARTICLE 11: TERMINATION FOR CAUSE/DEFAULT.

- (a) Authority may terminate this contract in whole, or from time to time in part, for Authority's convenience or the failure of the Contractor to fulfill the contract obligations (default). Authority shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to Authority all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of Authority, Authority shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), Authority may (i) require the Contractor to deliver to it, in the manner and to the extent directed by Authority, any work as described in the Contract documents, and

compensation be determined in accordance with the Change Clause within HUD 5370-C; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by Authority; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to Authority by the Contractor.

(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of Authority, and the Contractor shall be entitled to payment as described in paragraph (b) above and to reimbursement of any additional costs incurred in paragraph (c) above.

ARTICLE 12: INDEMNIFICATION. To the extent authorized by law, the Contractor shall, indemnify and hold Authority officers, employees, agents and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, reasonable attorney's fees, court costs and other expenses of any kind or character (the "Losses") which Authority officers, employees, agents or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against Authority officers, employees, agents, or other retained consultants (the "Indemnified Parties") as a result of, or by reason of, or arising out of, or on account of, or in consequences of any negligent act or negligent failure to act on the part of the Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in the agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in whole or in part, by any party indemnified hereunder, in each case except to such extent that such Losses arise out of the negligent acts of negligent failure to act by any of the Indemnified Parties.

The Contractor expressly agrees, at its own expense, to defend Authority officers, employees, agents and other retained consultants, against any and all claims, suits or actions which may be brought against them or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequences of any negligent act or negligent failure to act which the Contractor has indemnified Authority officers, employees, agents and other retained consultants against, and if the Contractor shall fail to do so, Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor, including reasonable attorney's fees and court costs; provided that, the forum in which such claim, suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder. Authority shall reimburse the Contractor for, in whole or in part, if a determination is made that Authority shall indemnify the Contractor for the costs of such determination.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, EXEMPLARY, UNFORESEEABLE, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF ANTICIPATED PROFITS, WHETHER OR NOT THE CONTRACTOR HAD

BEEN ADVISED OR PUT ON NOTICE OF THE POSSIBILITY OF ANY OF THE FOREGOING. IN ADDITION, THE CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO THE CONTRACTOR FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

ARTICLE 13: RIGHT TO AUDIT. Contractor shall make available for audits its books, ledgers, records and other pertinent documentation showing the basis for the costs claimed under the contract. These books and records shall be made available to the Authority's internal and external auditors upon reasonable advance written notice, and during normal business hours, provided that any such audit shall not disrupt the Contractor's normal business operations. Rights in Data (Ownership and Proprietary Interest) Authority shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

ARTICLE 14: RETENTION OF RECORDS. Contractor shall maintain the records pertaining to billings for a period of three years after the contract is terminated and audited by the Authority.

ARTICLE 15: ASSIGNMENT. This Contract shall not be assigned or transferred by the Contractor without the prior, written consent of the Authority. Such consent may be withheld by the Authority for any reason.

ARTICLE 16: INDEPENDENT CONTRACTORS. Notwithstanding anything to the contrary herein, the parties specifically agree that this Contract shall not be deemed to create the relationship of employer-employee between the Authority and the Contractor, and no rights or privileges of an employee of the Authority shall inure to the Contractor hereunder.

ARTICLE 17: SUBCONTRACTORS. The Contractor shall remain responsible for the work of any subcontractor or subconsultants, who must be approved by the Authority in advance, including for any liability to the Authority resulting from the actions of any subcontractor or subconsultant, to the same extent as if the Contractor would be liable to the Authority under the Contract. There shall be no contractual obligation of the Authority to any subcontractor or subconsultant, and all payments for their work shall be made to the Contractor.

ARTICLE 18: APPLICABLE LAW AND VENUE. This Contract shall be deemed to be an agreement under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Each of the parties hereby expressly submits and consents

in advance to the fact that any action or proceeding commenced by the other shall be within the jurisdiction and venue of the Superior Court of New Jersey, Essex County.

ARTICLE 19: CONFLICT OF INTEREST. No member of the Authority's Board or employee of the Authority, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds hereof. Moreover, no member of or delegate of the Congress of the United States of America or Commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise herefrom.

ARTICLE 20: ENTIRE UNDERSTANDING. This Contract fully and completely expresses the parties' understandings and agreements and supersedes any understandings or agreements previously made between the parties. Moreover, this Contract may not be changed or orally terminated by either party. It may be amended only by a written agreement, executed by both parties hereto.

ARTICLE 21: EXECUTION BY COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

ARTICLE 22: CONTRACT DOCUMENTS. If any part of this Contract shall be held to be unenforceable, the rest of the Contract shall nevertheless remain in full force and effect.

ARTICLE 23: MISCELLANEOUS PROVISIONS.

(a) The Contractor shall not be liable for and shall be excused from performance for any delay in providing or failure to provide services where such failure or delay is occasioned by actions of a government or public agency, failure or interruption of power, transportation or other utilities, labor dispute, strike, war, nuclear disaster, epidemic, pandemic, road closures, states of emergency, quarantine, communicable and/or virulent disease outbreak, riot, public health emergency, insurrection, terrorist act, fire, flood, accident, storm, acts of nature or any other cause beyond the Contractor's control.

(b) All notices, requests, demands, claims and other communications hereunder shall be in writing be deemed duly given (a) if by personal delivery, when so delivered, (b) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery or by certified mail (return receipt requested), upon actual receipt as recorded in the overnight courier's or the U.S. Postal Services' records, as the case may be, in each case to the addresses set herein.

(c) The Contractor is an equal opportunity employer. The Authority agrees not to request or demand that the Contractor take any action contrary to any applicable law, rule, regulation or order prohibiting discrimination against employees or applicants for

employment on the basis of race, sex, age, national origin, handicap, disability, veteran status, or religion or contrary to any other provision of law, rule, regulation, or order, or of this Agreement.

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

**HOUSING AUTHORITY OF THE
TOWNSHIP OF IRVINGTON**

By: _____

Joseph DeGrazio

Executive Director

Vendor Name

By: _____