TOWNSHIP OF BERKELEY HEIGHTS

UNION COUNTY, NEW JERSEY

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**HVAC Service and Repairs**

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NOTICE TO BIDDERS

Sealed bids will be received by The Township of Berkeley Heights, Berkeley Heights, New Jersey for the HVAC Service and Repair contract for the Township of Berkeley Heights Water Pollution Control Plant.

Bids will be received up until 10:45 a.m. prevailing time, on November 9, 2016, at the Township Offices, 29 Park Avenue, Berkeley Heights, New Jersey. Bids will be publicly opened in the public meeting room and read aloud. Bids, which are mailed to the Township Office shall remain sealed and will not be opened until the time and date specified. No bids shall be accepted or considered that are received after the time and date specified.

Specifications, proposal forms, etc., may be obtained from the Township of Berkeley Heights Wastewater Treatment Plant, located at 29 Snyder Avenue, Berkeley Heights, New Jersey, 07922.

Bids must be made on The Township of Berkeley Heights Standard Forms included in the specifications and in the manner designated and required by the specifications.

Certified, Treasurer's or Cashier's Check or Bid Bond in the sum of 10% (ten percent) of the bid, but in no case in excess of $20,000 (if required), Agreement of Surety, Ownership Disclosure, Non-Collusion Affidavit and references are required with each Bid.

Bidders are required to comply with the requirements of Public Law of 1975, c.127, Affirmative Action.

The Township of Berkeley Heights reserves the right to reject any or all bids, should the owner deem it to be in the public interest to do so.

Additional information regarding this Bid may be obtained by contacting Tom McAndrew, Sewer Department Superintendent at (908) 464-5700 Ext 10, or Tmcandrew@bhtwp.com

The Township of Berkeley Heights

Ana Minkoff
Township Clerk

TOWNSHIP OF BERKELEY HEIGHTS

UNION COUNTY, NEW JERSEY

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**HVAC SERVICE & REPAIR**

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## SPECIFICATIONS FOR HVAC SERVICE & REPAIR

**General Conditions**

Sealed Bids will be received by the Township of Berkeley Heights as stated in the Notice to Bidders and in the Bid Proposal Form.

The following items shall be included with the bid in conformance with the Local Public Contracts Law:

1. Each bid must be accompanied by a Certified Check or Cashier's Check for ten percent (10 %) of the total amount of the bid, but not in excess of $20,000 or a satisfactory Bid Bond submitted on the Township's Form, Page P-2, in the like amount payable to The Township of Berkeley Heights and unless so accompanied, will not be considered. All Bid Bonds shall be subject to the approval of the Township Attorney. The Certified Checks delivered with bids, except the check of the bidder to whom the contract is awarded, shall be returned. The check of the bidder to whom the contract is awarded shall be retained until a contract is executed or other security is submitted.

2. Bidders must submit with their bid package a Consent of Surety submitted on the Township's Form, Page P-3, from a responsible bonding company which is licensed and authorized to do business in the State of New Jersey, stating that if the bidder is awarded the contract, the bonding company shall provide the required bonds covering the contract period. All Consent of Sureties shall be subject to the approval of the Township Attorney.

3. The Non-Collusion Affidavit, Page P-4, will be submitted as a part of the Bid Proposal.

4. Bidders are required to comply with the requirements of Public Law of 1975, c.127, Affirmative Action (See attached pages P-5, P-6 & P-7 for details)

5. Bidders are required by Public Laws of 1977, c.33, to provide the names and addresses of all the stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or all individual partners in the partnership who own a ten percent (10%) or greater interest therein. (Use attached form on Page P-8)

6. Bidders must submit the Bidder's Affidavit, Page P-9 with the bid.

7. Bidders must comply with Prevailing Wage Requirements, Page P-10

8. Bidders must provide Insurance requirements upon execution of Contract (See attached Page P-11 for details)

9. Bidders must complete "Record of Recent Contract Awards," Page P-12, attached

10. Bidders must submit with Bid Package a State of NJ Business Certificate.

Signed bids shall be submitted in sealed envelopes, addressed to THE TOWNSHIP OF BERKELEY HEIGHTS, and delivered to Ana Minkoff, Township Clerk, on or before the date and time specified in the Notice to Bidders. The Bid Proposal Form shall be plainly marked "BID FOR SEWER DEPARTMENT HVAC SERVICE & REPAIR."

The Township of Berkeley Heights reserves the right to reject any or all bids, or to waive informalities or defects in bids, as may be permitted by law if it is deemed for the best interest of the Township to do so.

The Township of Berkeley Heights is a political subdivision of the State of New Jersey and is exempt from the New Jersey Sales and Use Tax, pursuant to Section 9 (a) of the New Jersey Sales and Use Tax Act (P.L. 1966, c.30 and x. 53).

The Township reserves the right at any time during the life of the contract to increase or decrease the quantity of material at the unit price bid.

Upon notification to proceed, a Performance Bond is required in the sum of the total amount of One Hundred Percent (100%) of the bid covering the contract period, issued by a responsible bonding company.

The Bidder will indemnify and hold harmless the Township, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by a negligent or willful act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

Bidders may withdraw a bid after it has been deposited with the Township at any time prior to the stipulated time for opening such proposals, however, no bids may be withdrawn after the bid opening time.

Bidders are encouraged to visit the site of the Berkeley Heights Wastewater Treatment Plant, 29 Snyder Avenue, Berkeley Heights, New Jersey, to examine all facilities that are to be used in connection with the performance of the proposed services.

The successful bidder shall be paid monthly upon submission of a properly executed Township voucher for services completed the previous month. Copies of service tickets signed by authorized personnel of the Berkeley Heights Wastewater Treatment Plant shall be included with the voucher submitted for payment. Bills will be paid once per month.

Options for duration of the contract shall be:

- January 1, 2017 to December 31, 2017 (1 year).
- January 1, 2017 to December 31, 2018 (2 years).
- January 1, 2017 to December 31, 2019 (3 years).

## DETAILED SPECIFICATIONS

The Bidder shall be responsible for providing all the equipment and labor necessary to complete seasonal inspections and manufacturer's recommended service of the existing HVAC equipment (as detailed in the attached list) at the Berkeley Heights Water Pollution Control Plant, located at 29 Snyder Avenue, Berkeley Heights, New Jersey, and 6 (six) pump stations located within the municipal borders of Berkeley Heights, N.J. Additionally, the Bidder shall be capable of providing for repair (or replacement) of the existing HVAC equipment at the above listed locations.

For the purpose of completing the bid sheet, the Bidder shall provide an annual price for completing Spring & Fall seasonal "start-up/tune-up" service, including replacement of belts & filters. Also included shall be a once annual internal cleaning of the four gas fired boilers located at the Berkeley Heights Water Pollution Control Plant, located at 29 Snyder Avenue, Berkeley Heights, New Jersey. Additionally, provide pricing for repair work beyond that of the seasonal servicing. All pricing shall be based on completion during normal business hours. The Bidder shall also provide pricing for all materials supplied, both repair parts and consumables.

**The successful Bidder shall have the ability to perform/provide (inclusive):**
Turn-key seasonal (Spring / Fall) servicing of all equipment, as detailed on the attached.
Any, and all diagnostic testing necessary to trouble-shoot or evaluate the involved equipment.
Any, and all necessary repair, rebuild, rehabilitation, or replacement of the involved equipment.
All installations (re-installations) shall comply with manufacturer's specifications.
Resources to provide temporary equipment during out-of-service time (while repairs are completed) – if deemed necessary.
Be responsible for any, and all "sub-contract" work performed under this agreement.
Warranty all work performed for a minimum of 1 (one) year from the date of serviced equipment installation (re-installation).

Hours of operations – for the purpose of this agreement, "normal business hours" are considered to be Monday through Friday, 7:00 AM to 3:30 PM.

For the purpose of this agreement, "Emergency Repairs" shall be defined as work to be performed during non-normal business hours, or for work requiring immediate resolution. All emergency work shall require an immediate response. Upon acceptance of this agreement, the successful Bidder shall provide a minimum of two (2) 24-hour emergency contact phone numbers for this element.

The successful bidder shall be responsible for any/all travel and mileage. No travel/mileage compensation shall be included within this agreement, unless mutually negotiated and agreed to for extenuating circumstances.

**BID PROPOSAL FORM**
**HVAC SERVICE & REPAIR**

TO: THE TOWNHIP OF BERKELEY HEIGHTS

Bid proposals are due on or before 10:45 a.m. on November 9, 2016. Bid proposals will be received at the Township of Berkeley Heights, 29 Park Avenue, Berkeley Heights, New Jersey 07922.

The undersigned hereby declares having carefully examined the specifications will contract to provide HVAC service & repair for the Berkeley Heights Water Pollution Control Plant site & pump stations as more carefully described in the detailed specifications attached hereto at a cost per year as follows:

| | | |
|---|---|---|
| One Year Contract:<br>Annual PM Service: | Two Year Contract:<br>Annual PM Service: | Three Year Contract:<br>Annual PM Service: |
| $_____(total) | $_____(total) | $_____(total) |
| Normal Business Repairs:<br>Labor: $_____per hour | Normal Business Repairs:<br>Labor: $_____per hour | Normal Business Repairs:<br>Labor: $_____per hour |
| Emergency Repairs:<br>Labor: $_____per hour | Emergency Repairs:<br>Labor: $_____per hour | Emergency Repairs:<br>Labor: $_____per hour |
| Parts/materials supplied: | Parts/materials supplied: | Parts/materials supplied: |
| Retail / Wholesale (circle) | Retail / Wholesale (circle) | Retail / Wholesale (circle) |
| Plus_____ percent | Plus_____percent | Plus_____percent |

*Indeterminate quantity, actual quantity not guaranteed. Contractor is responsible to provide repair services for the bid price per hour regardless of the actual quantity of repair services requested.

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The undersigned is (an Individual) / (a Corporation) / (a Partnership) under the laws of the State of _____

COMPANY _____

ADDRESS _____

_____

SIGNATURE _____

DATE _____

CONTACT PERSON _____

TELEPHONE _____

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that for the value received we, the undersigned,

_____
(Name of Principal)

as PRINCIPAL, and _____
(Name of Surety)

as SURETY, are held and firmly bound unto the TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, hereinafter called the "Owner" in the penal sum of _____DOLLARS, (the penal sum shall be equal to ten percent [10%] of the Base Bid, but not more than $20,000) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted to the TOWNSHIP OF BERKELEY HEIGHTS, in the County of Union, New Jersey, the accompanying Bid, if a Contract for which the aforesaid accompanying Bid is submitted shall be awarded to the Principal and the Principal shall within ten (10) days after submission to the Principal execute said Contract with the TOWNSHIP OF BERKELEY HEIGHTS and furnish a Performance Bond as required, then the within obligation shall be void and of no effect, otherwise to remain in full force and virtue, in which event the Principal and/or Surety shall pay to the TOWNSHIP OF BERKELEY HEIGHTS the difference between the amount specified in the principal's Bid and the amount which the TOWNSHIP OF BERKELEY HEIGHTS may be obligated to pay to the person to whom said Contract may afterwards be awarded, the amounts in each case to be determined by the Bids.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this___ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

Attest:

_____ _____(Seal)
(Principal)

_____ _____(Seal)
(Surety)

## CONSENT OF SURETY

In consideration of the premises and of One Dollar ($1.00) lawful money of the United States to it is hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required so to do by the Owner, and if the said Contractor shall omit or refuse to execute such Contract, remand to the Owner any increase between the sum to which the said Contract would have been entitled upon the completion of the said Contract and the sum which the said Owner may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising the bids for this work, less the amount of any certified check or bid bond payable and received.

In Witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____day of _____, 20___.

A corporate acknowledgment and statement of authority to be here attached by the surety company.

By_____
Surety Company

Attorney-in-Fact _____

# NON COLLUSION AFFIDAVIT

State of New Jersey)
) ss:
County of )

_____, being of full age and being duly sworn, upon his oath

deposes and says:

The within bid has been arrived at independently and has been submitted without collusion with any other vendor of materials, supplies or equipment or labor of the type described in the invitation for bids.

The contents of this bid have not been communicated by this bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

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 selling agencies maintained by_____(NJSA. 52:34-15).
(Name of Contractor)

.

_____(Seal)
(Signature)

_____
(Title)

Subscribed and sworn to

before me this _____day

of _____, 20___

_____

Notary Public of the State of New Jersey

My Commission expires_____
(Notary Seal)

## AFFIRMATIVE ACTION PROGRAM INFORMATION

The undersigned Bidder furnished the following information for purposes of compliance with the requirements of the State of New Jersey for an Affirmative Action Program:

The undersigned Bidder is operating under a Federally approved or sanctioned Affirmative Action Program.

Yes_____ No_____

The undersigned Bidder has less than _____more than_____fifty (50) employees.

## AFFIRMATIVE ACTION PROVISIONS

Affirmative Action Provisions referred to P.L. 1975, C. 127, N.J.A.C. 17:27

## PROCUREMENT, PROFESSIONAL AND SERVICE CONTACTS

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, sex, 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, sex, affectional or sexual orientation. 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 forth 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, sex, affectional or sexual orientation.

The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contract-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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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 Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

## OWNERSHIP STATEMENT

If the undersigned Bidder is a corporation or a partnership, set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class, or the names and addresses of all individual partners of the partnership who own a ten percent (10%) or greater interest therein. If any stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning a ten percent (10%) or greater interest in the partnership, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent (10%) ownership criteria has been listed. This information is required to be furnished by the provisions of Chapter 33 of the New Jersey Public laws of 1977. Attach additional sheets if necessary.

| NAME | ADDRESS |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Dated:_____

_____
(Bidder's Firm Name)

_____(Seal)
(Authorized Signature)

_____
(Name and Title)

# BIDDER'S AFFIDAVIT

State of New Jersey)
) ss:
County of )

_____, being of full age and being duly sworn, upon his oath deposes and says:

1. I reside at
_____.

2. I am _____of the firm of

_____
(Name of Bidder)

I am the person who signed the foregoing Bid and I was duly authorized to execute such Bid. The Bid is a true offer of the Bidder. If the Bidder has a seal, then such seal is affixed to the Bid. All of the statements and declarations contained in the Bid are true to the best of my knowledge and belief.

_____(Seal)
(Signature)

Subscribed and sworn to

before me this _____day

of _____, 20___

_____

Notary Public of the State of New Jersey

My Commission expires_____

## PREVAILING WAGES

The Contractor shall fulfill all the provisions of the "New Jersey Prevailing Wage Act," N.J.S. 34:11-56.25 to 34.11-56.6, Chapter 150 of the laws of 1963 as amended by Chapter 64 of the Laws of 1974, and shall pay all workmen not less than the current prevailing wage rates in effect.

In the event that it is found that any workman employed by the Contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the public body for any excess costs occasioned thereby.

## SUPPLIER'S INSURANCE

The Supplier shall secure and maintain such insurance from insurance company authorized to write casualty insurance in the State as will protect himself, his subcontractors, and the Owner from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and until he has filed a certificate of insurance with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Owner of intention to cancel. An endorsement showing the TOWNSHIP OF BERKELEY HEIGHTS to be additionally insured shall be included in all policies as follows: "The TOWNSHIP OF BERKELEY HEIGHTS, its officer, agents, servants, and employees as their interest may appear are covered by this policy." The amounts of such insurance shall not be less than the following:

a) Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

b) Public Liability, Bodily and Property Damage:

| | |
|---|---|
| 1) Injury of death of one person | $250,000.00 |
| 2) Injury to more than one person in a single accident | $500,000.00 |
| 3) Property Damage | $100,000.00 |
| 4) Fire and Extended Coverage | Equal to bid price |

c) Automobile and Truck Public Liability Bodily Injury and Property Damage:

| | |
|---|---|
| 1) Injury or death of one person | $250,000.00 |
| 2) Injury to more than one person in a single accident | $500,000.00 |
| 3) Property Damage | $100,000.00 |

d) Contractors general liability including completed operations $500,000.00

Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor.

## RECORD OF RECENT CONTRACT AWARDS

Give full information about all your contracts: whether private or government contracts; whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

| OWNER | LOCATION | DESCRIPTION | ADJUSTED CONTRACT AMOUNT | DATE OF COMPLETION |
|---|---|---|---|---|
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**Township of Berkeley Heights**
**Sewer Department**
**Existing Equipment - HVAC**
**October 6, 2016**

| Location | Quantity | Manufacturer | Model # | Type | Fuel |
|---|---|---|---|---|---|
| 29 Snyder Ave - Treatment Plant | 4 | HB Smith | C3-G-20 | Boiler | Natural Gas |
| | 2 | Trane | Size 12A | Air Handler | Electric |
| | 3 | Trane | Size 14A | Air Handler | Electric |
| | 1 | Trane | Size 14C | Air Handler | Electric |
| | 2 | Trane/American Standard | TCD 120C400 AB | AC Unit | Electric |
| | 2 | Lennox | LF 100-A-M | Space Heater | Natural Gas |
| | 1 | TPI Corporation | | Space Heater | Electric |
| 50 Connell Drive PS | 1 | ??? | | Space Heater | Electric |
| 300 Connell Drive PS | 1 | Q-Mark | | Space Heater | Electric |
| Diamond Hill Rd PS | 1 | Modine | 30-125 | Space Heater | Natural Gas |
| Hampton Drive PS | 1 | Penn-Ventilation, Inc. | SX 100 BC | Space Heater | Electric |
| Twin Falls PS | 1 | Reznor | VDAP30 | Space Heater | Natural Gas |