

**TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW  
JERSEY**

**SPECIFICATIONS AND PROPOSAL**

**FOR**

**H.V.A.C PREVENTATIVE MAINTENANCE AND SERVICE**

**CONTRACT 22-16**

**BIDS TO BE RECEIVED ON OR BEFORE 2:00 P.M.**

**TUESDAY NOVEMBER 29, 2022**

**AT**

**SOUTH BRUNSWICK TOWNSHIP MUNICIPAL BUILDING**

**MONMOUTH JUNCTION, NEW JERSEY 08852**

**ANGELA SOCIO  
PURCHASING AGENT**

## NOTICE TO BIDDERS

The Township of South Brunswick invites sealed bids for:

<u>Bid No.</u>	<u>Item</u>
22-16	H.V.A.C. Preventative Maintenance And Service

Bids will be opened and read by the Purchasing Agent at the Municipal Building, 540 Ridge Road, Monmouth Junction, New Jersey on **TUESDAY NOVEMBER 29, 2022** at 2:00 PM prevailing time. All bids must be addressed and delivered to the Purchasing Agent on or by the designated hour.

Specifications may be obtained from the Township's Finance Office by calling 732-329-4000 ext. 7304 OR [asocio@sbtnj.net](mailto:asocio@sbtnj.net)

Bids shall be enclosed in a sealed envelope addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852. The contract number and name must be printed on the face of the envelope.

Bids shall be made upon the Standard Proposal Form. Any bid guarantee required will be so specified in the bid documents for that item.

Attention is called to the Federal requirements regarding employment non-discrimination and safety and wage rates.

Bidders are required to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27**.

ANGELA SOCIO  
Purchasing Agent

To be advertised: **Monday October 31, 2022**  
**Home News & Tribune**

# **SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT AND SERVICE CONTRACT**

## **General Provisions**

1. Sealed proposals will be received by the Office of the Purchasing Agent at the Municipal Building, 540 Ridge Road; Monmouth Junction, in the County of Middlesex and the State of New Jersey on **TUESDAY NOVEMBER 29, 2022** Bidders shall be responsible to carefully examine the specifications enclosed herein as well as the conditions under which the “**H.V.A.C. Preventative Maintenance and Service**” will be purchased. Failure to offer a complete bid, or meet all sections of this invitation, may be deemed just cause for rejection of a bid as not meeting specifications.
2. All bids must be submitted on the attached bidding form furnished by the Township and must be placed in a sealed envelope, plainly marked on the outside, “**H.V.A.C. Preventative Maintenance and Service**” If mailed to the Township, the bid shall be addressed to the Purchasing Agent, Township of South Brunswick, Municipal Building, P.O. Box 190, Monmouth Junction, New Jersey 08852 and shall be plainly marked, “**H.V.A.C. Preventative Maintenance and Service**” All bids shall be received prior to or at the time of bid opening, 2:00 p.m. local time. The Township will not assume any responsibility for bids forwarded by mail. It is the bidder's responsibility to see that bids are presented to the Township Official on the hour and at the place designated. Only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.
3. Bidders or their authorized agents are invited to be present when the bids are opened and read publicly at the time specified. No bid may be withdrawn after the specified opening time and date without loss of bid surety, and all bids become the property of South Brunswick Township and will not be returned to the bidders.
4. Bidders are to submit the non-collusion affidavit with the bid proposal form.
5. Bids will be received and awarded in accordance with Chapter 198 of the Public Laws of 1971, commonly referred to as the Local Public Contract Laws. (**N.J.S.A. 40A:11-1, et. seq.**)
6. The Township reserves the right to reject any or all bids if the Township deems such action to be in the best interest of the Township.
7. A certification of Contractor Non-Conflict of Interest, shall be completed and attached to the bid proposal.
8. A Bid Bond is not required.

**9.** The Township Council reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, or irregular may be rejected; any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any proposal accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

The Township Council will award the bid at a public meeting within sixty (60) days after the opening date. The successful bidder will be the one whose product is judged to best serve the interests of the Township when price, product and service are all considered. Bids will be awarded in accordance with Paragraphs 5, 16, 34, and 35.

The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award on the total bid to the bidder whose total sum is the low bid meeting specifications, whichever in the awarding authority's opinion is in the best interest of the Township.

**10.** The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of South Brunswick.

**11.** It is understood by all parties that if, during the life of the contract, the contractor disposes of his business concern by acquisition, merger, sale and/or transfer or by any means conveys his interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit a performance bond in the amount of the open balance of the contract.

**12.** No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Each and every request for an interpretation shall be made in writing and addressed and forwarded to the Purchasing Officer who may send a written instruction to all bidders.

**13.** The Township reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective bidder as prescribed by law.

**14.** Bidders shall insert prices for furnishing all of the material described. Prices shall be net including all transportation charges fully prepaid by the contractor F.O.B. destination. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors convenience when a single shipment is ordered.

**15.** Delivery date of the system must be specified on the Bid Proposal Form.

**16.** All items must conform to the stated description and specifications. Where a special trade name or catalog name and number is specified, bidders may quote on equivalent items, but they must specify the make, identification number, and size of the same, and submit samples thereof to the Township upon request. Failure to show such additional information shall preclude the bidder from furnishing items other than those meeting the standard specifications. In the attached list of specifications, the use of a name of a manufacturer, or any specific brand or make in describing the items does not restrict bidders to that manufacturer or specific article desired; but the goods and materials on which bids are submitted must be of equal quality to those referred to and bidders must affirmatively certify to that fact, and specify that brand or make of article offered. The Township shall determine the equivalence of substitute articles and accept or reject same.

**17.** The make, identification number and size of articles shall be stated by the bidder when not contained in the list description and specifications.

**18.** Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with New Jersey Statutes Annotated 40A:11-18.

**19.** All the plans and specifications in the bid package for **Bid No. 22-16**, together with any addendum issued thereafter, shall become part of the contract awarded to the successful bidder.

**20.** Each bidder must submit with the bid a letter of Federal approval or Certificate of Employee Information Report approval, or Form AA-302 must be completed upon the award of the bid.

**21.** The attached proposal sheet(s) constitutes an approximate quantity for each item for bidders information only, and no warranty is given or implied as to the item or total quantity that will be purchased. The Township reserves the right to increase quantities by 20% at the unit price bid.

**22.** Bids must be signed in ink by the bidder; all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices are to be inserted in spaces provided.

With the exception of power of attorney forms attached to bid bonds and consent of surety forms, only original documents with original seals and signatures will be accepted. Facsimile transmitted documents will be rejected.

**23.** Failure to sign the bid proposal or give all information requested may result in the bid being rejected.

**24.** Delivery shall be made in the stated qualities and to the designation as stated on Purchase Orders.

25. Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Council at a subsequent regular meeting. The voucher will be certified correct by the department head who receives the goods or services.

26. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Township.

No help for unloading of deliveries can be provided by the Township Council. Suppliers shall notify their truckers accordingly.

The Township is exempt from any sale, excise or Federal transportation taxes and the provisions of the Federal Robinson Patman Act.

27. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, county, municipal or school district contract for the performance of any work or the furnishing of any materials of supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a disclosure statement. The disclosure statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

**THE ATTACHED DISCLOSURE STATEMENT SHALL BE COMPLETED  
AND ATTACHED TO THE BID PROPOSAL.**

28. The effective period for the contract will be two years unless noted otherwise in the specifications. Continuation of the terms of this contract beyond December 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township of South Brunswick reserves the right to cancel this contract.

29. All applicable State and Federal regulations are to be met by the successful bidder, including prevailing and minimum wage regulations. It is expected that all hourly rates used to calculate the bid will be prevailing wage rates.

30. A performance bond is not required.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection- al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice- ship. 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, or national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan

Approval; Certificate of Employee

Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

### **32. Insurance Requirements.**

A. General Instructions. (1) The successful bidder shall not commence work under the Contract until he has obtained all insurance required under this section and such insurance has been approved by the Township, nor shall he allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor is obtained and approved by the Township. Any special insurance required by the Contract itself shall also be obtained by the successful bidder and his subcontractors and approved by the Township before any work is commenced.

(2) Certificates evidencing each insurance coverage shall be submitted by the successful bidder and his subcontractors to the Purchasing Agent and the Township Engineer within twenty-one (21) days after execution of the Contract. All such certificates shall be issued by an insurer acceptable to the Township of South Brunswick, authorized to transact business in the State of New Jersey, and have an A.M. Best & Co. rating of not less than A:VII, naming thereon the Township of South Brunswick as an additional insured. The certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Township at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on any certificates is shown to expire prior to completion of all terms of the Contract, a new certificate shall be furnished to the Township evidencing renewal of the coverage. All certificates of insurance shall clearly show the contract number.

(3) A performance bond shall be submitted for any self-insured coverage guaranteeing payment of losses and related investigations, claims administration and defense expenses.

B. Workers' Statutory Compensation Insurance and Employer's Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract the applicable statutory Workers' Compensation Insurance covering all employees. The successful bidder and his subcontractors shall also take out and maintain for the life of the Contract Employer's Liability Insurance with a minimum limit of \$500,000 for each accident and shall further include a waiver of subrogation and other employee liability insurance that may be required by the United States of America and the State of New Jersey.

C. Public Liability Insurance. The successful bidder shall take out and maintain for the life of the Contract such Public Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under the Contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either

of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance are:

General Liability: \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Property Damage: \$1,000,000 per occurrence.

The Public Liability Insurance required herein shall include the following extended coverages:

- (1) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Protection Liability coverage shall be included to protect the successful bidder against claims arising out of operations performed by his subcontractors.
- (5) Products Liability and/or Completed Operations coverage shall be included.

Each subcontractor shall take out and maintain the same coverages, with the same extensions, as are required of the successful bidder.

D. Automobile Liability Insurance. The successful bidder and his subcontractors shall take out and maintain for the life of the Contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operation of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of the Contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence.  
Property Damage: \$500,000 per occurrence.

E. Responsibility of the Contractor. The successful bidder and his subcontractors shall assume all responsibility for and save the Township harmless from any loss or damage to all materials, equipment and machinery involved under the Contract.

F. Builder's Risk Insurance. Where appropriate, the Township may purchase Builder's Risk Insurance and maintain same for the life of the Contract. Such Builder's Risk Insurance shall cover the structures of the partially completed project under construction and be in an amount equal to the Bid Price of the Contract. The insurance shall, at a minimum, insure against the perils of fire, vandalism, malicious mischief and collapse.

**33.** Worker and Community Right to Know. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983, Chapter 315, Worker and Community Right to Know Act", subsection b. section 14. Further, all applicable Material Safety Data Sheets (MSDA), a/k/a hazardous substance fact sheet, must be furnished to the Township of South Brunswick.

**34.** When two or more bids are equal in all respects, and offer equal prices and are the lowest responsible bids or proposals, the township may award the contract to the bidder whose response, in the discretion of the township is the most advantageous, price and other factors considered.

**35.** Where applicable, if there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. Where applicable, if there is a discrepancy whereby the unit price written in words or figures is less than the unit price shown in parentheses, i.e. (Note: not less than \$1.00 per unit), the unit price shown in parentheses shall govern. Where applicable, if there is a discrepancy in the Extended Total of any item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct Extended Total for each item shall then be added to obtain the "Bid Total" or "Total Base Bid" whichever is applicable.

**36.**

**AMERICANS WITH DISABILITIES  
Equal Opportunity for Individuals with Disability.**

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II 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 thereto, 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 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 of 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 proceedings 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 Township 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.

**37. New Jersey Business Registration Requirements**

*N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor;

2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

All bidders must have a valid registration at time of award of contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

TECHNICAL SPECIFICATIONS  
HEATING, VENTILATION, AIR CONDITIONING (HVAC)  
PREVENTATIVE MAINTENANCE/SERVICE CONTRACT

**COMPLIANCE TO MINIMUM BID REQUIREMENTS:** If a bidder is basing his proposal on equipment contended to be an “equivalent” product to what is specified in these bid documents and wishes the equipment he proposes to be considered as an “approved equal” bidder shall submit on their letter head a list details supporting any and all deviations in the exact format of the specifications contained herein

**IN ADDITION,** bidder shall submit on their letterhead, a list of details supporting any and all deviations in the exact format of the specifications contained herein. A general exception cannot be taken for any paragraph or item. Note- this full and detailed written comparison of each and every item must be included with proposal, or bid will be rejected as non-responsive to the specifications.

**MODEL INFORMATION REQUIRED:** The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder’s letterhead with any proposal contended to be “equivalent”

1. Scope of Work

The following specifications describe the type and location of work to be performed. Bids are being sought for quarterly inspections and preventative maintenance work at lump sum rates, on specifically listed equipment at lump sum rates. Any repairs, modifications, installations, etc. performed above and beyond the listed quarterly and annual work, including any work performed in buildings not listed herein, shall be billed on a time and material basis at the hourly rates and material markup rates bid.

2. Qualifications and Personnel Requirements.

- A. Contractor must possess a valid State of New Jersey Master HVACR Contractor License issued by the State Board of Examiners of Heating, Ventilation, Air Conditioning and Refrigeration.
- B. Contractor must maintain an adequate work force to accommodate the 2-hour response time outlined in this contract.
  
- C. All Heating, Ventilating, Air Conditioning and Refrigeration service

Mechanics/Technicians must possess a valid license from the State of New Jersey for handling refrigerant.. All Technicians must be trained and certified to install and service "All" of the Townships equipment such as Weil-McLain,Liebert, AAON, Carrier, Trane, etc.

Mechanics/Technicians must possess New Jersey Master or Journeyperson HVACR License and be OSHA certified. Must be prepared to submit these licenses and OSHA certificate to the Township upon request.

- D. Contractor must produce copies of all said licenses upon delivery of Bid proposal to the Township. Failure to produce will be grounds for dismissal of bid and the Township reserves the right to move to the next lowest bidder.
- E. The work requested to be performed should require (1) Licensed Master/Journeyperson HVACR technician, unless otherwise reviewed and approved by the Township. No apprentices shall be authorized to work on Township equipment.

### 3. Backup Services

In addition to the award of a primary service company, a second bid may be awarded to provide the required services as a backup service company in this category should the primary company be unable or unavailable to provide service as requested.

### 4. Inspection/Routine Maintenance Services (Lump Sum Bid)

Vendor shall perform the following inspection and routine maintenance services during the term of the contract to all equipment listed on Appendix A at a lump sum rate.

Quarterly (4 times per year) at the Municipal Building, Library, Community Center, Senior Center, PW/Utilities Building

- A. Necessary adjustments for efficient operation .
- B. Oil or grease all bearings, including motors, fan and damper bearings .
- C. Inspect for leaks that may have occurred on equipment or piping.
- D. Inspect and clean all controls and contact points.
- E. Inspect and adjust expansion valves.
- F. Inspect and replace all belts, Township will provide belts. Contractor will provide a comprehensive list of belts they've used to the Township employee(s) responsible for its replacement in our stock.
- G. Clean all drain screens, flush sludge out of pans.

- H. Inspect and adjust valves, controls and damper settings during the heating season.
- I. Instruct the Township employee(s) responsible for operation of the equipment
- J. Shut down and start up as required for the cooling season. In the case of an integral heating system and cooling system one changeover in spring and one change over in the fall shall be required any additional conversions are to be billed at the contracted hourly rate.
- K. Annual coil cleaning: Contractor will use coil-cleaning solvent as directed by the product manufacturer thoroughly flushing all unit coils with water and completely rinsing any solvent and dirt from effected roof areas and HVAC cabinets. Coil cleaning will be performed during the earliest preventative maintenance services in the spring, May of each year of the contract.
- L. Inspect and clean all gas fired unit heaters and boilers. Empty and refill boiler condensate drain cartidges annually as needed.
- M. Remove and install all filters (Township will provide filters) four times a year during the quarterly routine maintenance services.
- N. Upon completion of preventative maintenance services, contractor will submit to the Township a comprehensive list of repairs needed or suggested.

## **5. Repairs, Service and New Installations (Time & Material Bid)**

### **A. Labor**

All work performed other than specifically listed, as lump sum work shall be billed on a time and material basis. All labor and parts must have a 90-day warranty.

- B. The contractor shall not remove any failed damaged or defective part or portion of an electrical circuit until those items have been shown to a Township representative.

## **6. Payment for Performance**

### **A. Lump Sum Work**

Payment shall be made in quarterly installments following completion of the quarterly inspections, Payment for lump sum work performed on an annual basis will be made following the annual work described herein.

## B. Time & Material Work

### 1. Rates

The contractor will be paid, following the performance of the work, the Cost of all direct labor in accordance with the rate schedule submitted on the Proposal Form, effective for one (1) year from date of award of bid.

Operating hours are weekdays, Monday through Friday, from 7:30 AM to 4:00 PM. Overtime is defined as anything over 8 hours on job site on weekdays, Saturday, Sunday and holidays, (example — 1 If contractor comes in for a regular scheduled job at 1: OOPM for a 4 hour job, overtime shouldn't be paid for last hour; example 2, If contractor called for an emergency overtime should be paid past 4:00PM, A list of annual company holidays will be provided. All labor charges shall be for actual time on the job. NO PAYMENT WILL BE MADE FOR TRAVEL TIME OR MILEAGE.

The labor rates proposed shall include the employee base rate, fringe benefits, taxes, insurance, direct labor costs, overhead and profit markup. Payroll certification papers must accompany all billing.

Such overhead amount shall include charges for time spent on or in connection with the work by clerks, timekeepers and principals of the contractor (except when performing direct labor capacity and chargeable as above) all other indirect labor and all other charges except as hereinafter provided for material, subcontract, tools, and equipment.

Upon arrival at the assigned work site, the contractor shall sign in and shall sign out upon leaving the site utilizing a form to be provided by the Township

### 7. Materials

The contractor will be paid for materials and supplies, rental equipment, etc. when required and authorized at cost plus a percentage markup to be submitted with the Proposal. However, percent (0%) markup greater than 15% will not be accepted.

### 8. Invoices

The contractor's application for payment shall include the following substantiating data.

- A. A report shall be submitted for each job or service order defining the location, nature, and scope of work performed.
- B. Number of each class of employees, regular hours worked, overtime hours worked and rates charged. Overtime hours shall be billed as such rather than a greater number of regular hours.
- C. Itemized charges for all materials used, adequately described

- supported with a copy of the contractor's purchase invoice.
- D. The Township will receive a daily job sheet at the end of each day that work is done by the contractor. Job sheet shall show number of hours worked and materials.
  - E. Any work performed in each facility shall be clearly identified as such. Invoices shall show separate costs for work performed on each facility. Time and material charges shall not be accumulated from various sites and combined on one invoice.

Billing shall take place at the completion of each work assignment. South Brunswick Township will not pay any interest or shipping charges,

#### 9. Response

- A. Routine scheduled work: The contractor shall cooperate with the Township with regards to scheduling routine repairs, maintenance, etc.
- B. Critical work and emergency needs: The contractor shall respond within (2) hours to the Township's contact person to verify the location and nature of problem and indicate to the Township the approximate arrival time of contractors personnel.
- C. Failure to respond: The Township reserves the right to contact the backup bidder and any other outside service provider to complete the project if the contractor fails to cooperate with the Township for scheduling routine work or fails to respond adequately for emergent or critical work.
- D. The contractor shall provide 24-hour emergency contact number(s) to the Township.

#### **Contract Extension**

Any contract for services the statutory length of which is for three years or less, may be extended for no more than one two-year or two-one year extensions, but in no event for more than a total of five consecutive years.

Any such extension can only be by resolution of the Township Council upon finding by the Council that the services already provided have been performed in an effective and efficient manner. Any price change included as part of an extension shall be based upon the price of the original contract as adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. All terms and conditions of the contract shall remain substantially the same. Any such extension of the contract shall be done prior to the expiration of the contract.

Appendix A  
HVAC, Air Handlers, Mechanical Equipment list

Main Municipal Building:

1 York AC/HP AC # 1 Health Dept.

Model # PH10C00ATAAA4A

Serial # N1L7213670

Date: 5/2017

1 York Air handler AH # 1

Model # NH10C00CSAAA2A

Serial # N1B1767814

Date: 5/2011

1 York AC/HP AC #2 Public Works

Model # YHJD60S43S4A

Serial # W1N0536094

Date: 5/2011

1 York Air handler AH# 2

Model # MA20DN21H

Serial # WIC1847830

Date: 5/2011

1 York AC/HP AC# 3 Meeting Room 4

Model # PH10C00ATAAA4A

Serial # N1E6620693

Date: 5/2017

1 York Air handler AH# 3

Model # NH10C00SAAA2A

Serial # N1B1767813

Date: 5/2011

1 York AC/HP AC # 4 Committee Room

Model # PH10C00ATAAA4A

Serial # N1L6057972

Date: 5/2017

1 York Air handler AH# 4

Model # NH-10C00CSAAA2A

Serial # N1C1804409

Date: 5/2011

1 Johnson Controls AC/HP AC# 5 Managers Office

Model # THJD60S41S5A

Serial # W1E3714214

Date: 6/2013

1 Johnson Controls Air handler AH# 5  
Model # AHE60D3XH21B  
Serial # W1E3709723  
Date: 6/2013

1 Trane Odyssey AC/HP AC# 6 Clerks Office  
Model # TWA180E30RAB  
Serial # 16263045TA  
Date: 6/2016

1 Trane Odyssey Air handler AH# 6  
Model # TWE180E300AA  
Serial # 16374R2NWA  
Date: 9/2016

1 Trane Odyssey AC/HP AC# 7 Main Lobby  
Model # TWA120D30RBA  
Serial # 162737E2YA  
Date: 7/2016

1 G.E. Air handler AH# 7  
Model # TWA1203300AC  
Serial # 16371WB8BA  
Date: 9/2016

1 Trane AC/HP AC# 8 Front of Main meeting room  
Model # 4TWR5061E1000BB  
Serial # 15082U291F  
Date: 7/2016

1 Trane Air handler AH # 8  
Model # TAM7B0C60H51SCB  
Serial # 142441G7AV  
Date: 7/2016

1 Trane AC/HP AC# 9 Rear of Main meeting room  
Model # 4TWR5061E1000BB  
Serial # 1521RL72F  
Date: 7/2016

1 Trane Air handler AH # 9  
Model # TAM7B0C60H51SCB  
Serial # 14403LNSAV  
Date: 7/2016

1 York HVAC # 1 Lower level corridor

Model # PH-15C00ATAAA1A

Serial # NOK9202411

Date: 8/2008

1 York Air Handler PB # 3

Model # NH15C00DSAAA2A

Serial # NIC1832435

Date: 5/2011

1 Trane Odyssey HVAC # 2 Upper level corridor

Model # TWE180E30RAB

Serial # 16342XUSTA

Date: 8/2016

1 Trane Odyssey Air handler AH# 2

Model # TWE180E300AA

Serial # 16374PDFWA

Date: 9/2016

West Wing Upper Level VAV Box

(Located above ceiling tiles outside of TV room west wing upper level corridor)

1 Krueger Model KFTS VAV boxes

Sprinkler Value room Main Building Lower Level:

1 Exhaust Fan Loren Cook

Model # 100W150

Serial # 1902241

Date: unknown

West Wing Roof Level

3 Exhaust Fans (Toilet fans located on roof)

Phone room Main Building: (Back of Sprinkler Value room)

1 Mitsubishi Air handler

Model # MS15TN

Serial # 4002306

Date: 2002

1 Mitsubishi Condenser Unit (condenser in front of Main building)

Model # MU15TN

Serial # 5000084

Date: 2002

West Wing Lower Level Mechanical Room:

1 Carrier Air handler AHU #1 (Service's Lower Level Finance wing)

Model # 50BK064-600

Serial # X697787

Date: 10/1986

1 Carrier Condenser Unit (Located on the roof)  
Model # 38AH-064-621JA  
Serial # 2508Q2628  
Date: 5/2008

1 Carrier Air handler AHU # 2 (Service's Upper Level Code wing)  
Model # 50BK064-600  
Serial # X697788  
Date: 10/1986

1 Carrier Condenser Unit (Located on the roof)  
Model # 38AH-064-621JA  
Serial # 2508Q26104  
Date: 5/2008

4 Weil-McLain Boilers  
Model # 155-CT-NG Series 3  
Boiler # 1 Serial # CP7225803  
Boiler # 2 Serial # CP7330015  
Boiler # 3 Serial # CP7331503  
Boiler # 4 Serial # CP7330045  
Date: 12/2015

2 Taco Circulating Pumps  
Pump # 1 Model # BB2508  
Pump # 2 Model # BB2508  
Date: 11/1986

Former Studio Air Handler

1 Intern- City Products  
Model # NBCM060XKB2  
Serial # L905087307  
Date: Unknown

1 Max Performance 10 Condenser Unit (located by Finance lounge)  
Model # HAC048AKA4  
Serial # L021519414  
Date: Unknown

1 A.O Smith Electric Water Heater  
Model DEN 40 110  
Serial # M06M005960  
Date: 10/2007

TV room (Split unit using one condenser) (Old Mayor's Office):

1 Mitsubishi Air handler Mr. Slim AHU #1 (Front of room)  
Model # PKA-A12HA7  
Serial # 6ZA01396A  
Date: 04/2017

1 Mitsubishi Air handler Mr. Slim AHU #2 (Rear of room)  
Model # PKA-A12HA7  
Serial # 6ZA01933A  
Date: 04/2017

1 Mitsubishi condenser unit (Split between AHU #1 and AHU #2)  
Model # PUY-A24NHA7  
Serial # 74U03449C  
Date: 04/2017

Township Data Room (Located in Finance Department)

1 Liebert Mini Mate 2 AHU  
Model # MMD36E-AHEDG  
Serial # 0811N163746  
Date: 2008

1 Liebert Condenser Unit (located on roof)  
Model # PFH037A-AL3  
Serial # 0811N163771  
Date: 2008

Township Data Room Backup (Located in Finance Department.)

1 Mitsubishi Air handler  
Model # PCA-A36KA7  
Serial # 74M00112  
Date: 4/2017

1 Mitsubishi condenser unit (located on roof)  
Model # PUY-A36NKA7  
Serial #74U03292C  
Date: 4/2017

9 Cabinet Heaters (foyers)

1. Stairwell by Tax window West wing entrance.
2. Foyer at Tax window West wing entrance.
3. Back parking lot entrance. West wing.
4. Stairwell by Back parking lot entrance. West wing.
5. Ceiling mounted box heater. Service entrance West wing.
6. Box heater Social Services by back door.
7. Meeting room #4 by back door.
8. Main Lobby foyer.
9. Stairwell side entrance main building by Police.

Police Wing Equipment Roof Level:

Police Lower Level unit:

1 Carrier

Model # 50AK-050-F-611HH

Serial # 4006U25511

Date: 2006

Police Upper Level Unit:

1 Carrier

Model # 50AK-050-F-611HH

Serial # 4006U25510

Date: 2006

State data room by dispatch:

1 Liebert Challenger 3000 AHU

Model # BU067A-AAEI

Serial # 672043-001

Date: 2004

1 Liebert Condenser Unit (located on roof)

Model # PFH037A-AL3

Serial # 0437N97046

Date: 2004

Police Dispatch:

1 Liebert Mini Mate 2 AHU

Model # MMD36E-AHEDG

Serial # 0437N96946

Date: 2004

1 Liebert Condenser Unit (located on roof)

Model # CSF083-Z

Serial # 0434C72339

Date: 2004

7 Exhaust Fans (Toilet fans)

Police Upper Level - Mechanical Room

4 Weil-McLain Boilers

Model # 155-CT-NG Series 3

Boiler # 1 Serial # CP7224867

Boiler # 2 Serial # CP7331499

Boiler # 3 Serial # CP7331502

Boiler # 4 Serial # CP7331269

Date: 12/2015

2 Taco Circulating Pumps

Model # BB2508 7.6- B5B2DL0 (Pump #1)

No serial #

Date 11/1986 Rebuilt 2007

Model # F11599E2EAJ1L08 (Pump #2)

Serial # EC52967/3

Date: 8/2009

1 A.O Smith Electric Water Heater

Model DRE 52 100

Serial # 1230M000739

Date: 2012

1 A.O Smith Electric Water Heater (Located in muster room)

Model DRE 52 920

Serial # 0821M000724

Date: 2011

1 Modine electric wall heater (Located in sally port)

Model # HER100B 1101

Serial # 0510AB3505-2949

Date: 2005

Police Lower Level VAV boxes

3 Krueger KFTS VAV boxes

Police Upper Level VAV boxes

4 Krueger KFTS VAV boxes

Senior Citizens Center Roof Level:

1 Carrier Unit # 1

Model # 48PGDM08-D-50-BP

Serial # 4209G10002

Date: 11/2009

1 Carrier Unit # 2

Model # 48PGDM07-D-50-BP

Serial # 4209G30030

Date: 11/2009

1 Carrier Unit # 3

Model # 48PGDM12-D-50-BP

Serial # 4209G20012

Date: 11/2009

1 Carrier Unit # 4

Model # 48PMDM28-D-51-BP

Serial # 4209G20047

Date: 11/2009

1 Carrier Unit # 5

Model # 48PGDM07-D-50-BP

Serial # 4209G30031

Date: 11/2009

Senior Center Wellness Roof Level:

1 Mitsubishi split unit (weight room)

Model # PUY-A24NHA4

Serial # 22U11212B

Date: 9/2013

1 AAON Unit (Gym)

Model # RN-020-8-0-EA09-389

Serial # 201308-BNGP31487

Date: 9/2013

1 AAON Unit (Lobby)

Model # RN-011-8-0-EA09-3F9

Serial # 201308-ANGZ31446

Date: 9/2013

1 AAON Unit (Class rooms)  
Model # RN-007-8-0-EA09-329  
Serial # 201308-ANGG31461  
Date: Date: 9/2013

3 Exhaust Fans (toilet exhaust)

1 KE Jenn Air 242BCFS roof unit Model # FMX-24B  
Kitchen exhaust fan  
Model # 5500SD/6500SD  
Serial # HN03855  
Date: unknown

3 Exhaust Fans (toilet exhaust)

Senior Center- Mechanical Room

2 Weil-McLain Boilers  
Model # 155-CT-NG Series 3  
Boiler # 1 Serial # CP7225821  
Boiler # 2 Serial # CP7225820  
Date: 12/2015

2 Bell Gossett Circulating Pumps  
Model # 60 -17 T G09  
Pump #1 Serial # 160 7120 date: 7/1991 rebuilt 2008  
Pump #2 Serial # 160 7125 date: 7/1991

4 Cabinet Heaters located in all foyers and back kitchen entrance.

1 Bradford White 75 Gal. Water Heater  
Model # 75T80B3N  
Serial # CF7936324  
Date: 5/5/2009

Community Center, West New Road:

1 A.O. Smith Electric Water Heater (Located in loft)  
Model # ELJF50  
Serial # ME98-0073802-918  
Date: 2007

1 Trane XB13 AC# 1 Class Room 1  
Model #4TTA3036A3000AA  
Serial #83527J683F  
Date: 2/2008

1 Trane box unit Air handler  
Model # VUVE12500D0NIDJB0  
Serial # T08J57728  
Date: 2008

1 Trane XB13 AC# 2 Class Room 2  
Model # 4TTA3036A3000AA  
Serial # 83527J63F  
Date: 8/2008

1 Trane box unit Air handler  
Model # VUVE12500D0NIDJB0  
Serial # T08J57727  
Date: 2008

1 Trane XB13 AC#3 Main Lobby  
Model # 2TTA3060A3000AA  
Serial # 8355P3J4F  
Date: 8/2008

1 Trane Air Handler  
Model # TWE060A300EL  
Serial # 8373L5BBD  
Date: 9/2008

1 Trane XB13 AC#4 Viking Room  
Model #2TTA3060A3000AA  
Serial # 22414J4F  
Date: 5/2008

1Trane Air Handler  
Model # TWE060A300EL  
Serial # 8373L5EBD  
Date: 9/2008

1 RUDD Condenser Unit Office AC (unit outside)  
Model # UAKA-057JAZ  
Serial # 5429 M070010961  
Date 2/2000

1 Trane Air Handler Office (Unit located in office loft)  
Model # F2RP036H06B  
Serial # XLMS289088  
Date: Around 6/1980 not sure how old it is?

2 Weil-McLain Boilers (Located in boiler room)  
Model # PFG8PIN  
Date: 6/2006

2 Bell & Gossett circulator pumps  
Model # M80039  
Date: Unknown

1 Trane RTU # 1 Back class room  
Model # YSC072A3TF100C  
Serial #838100319L  
Date: 9/2008

1 Trane RTU # 2 Gym  
Model # YCH300B3HOHB  
Serial# 837101363D  
Date: 9/2008

Public Works – Garages Bldg #1

4 Window AC units (Parks Crib, Roads Crib, Lunch Room, Sign shop)

1 Perfection Gas fired box heater (Lunch room)  
Model # WASV 120-TN  
Serial # L8861414  
Date: 2007

1 Louisville Gas fired box heater (Roads sign shop)  
Model # CDV335B-D  
Serial # 08104164  
Date: 2008

7 Gas fired heaters (Parks garage and Back Shop areas)  
Unit # 1 Dayton Model # 3E371D Serial # L03G009799  
Unit # 2 Modine Model # PD150AA0111 Serial # 38011015103  
Unit # 3 Modine Model # PA105SB Serial # 05011030283  
Unit # 4 Dayton Model #3E371D Serial # L03G009787  
Unit # 5 Modine Model # PA105SB Serial # 05011030283  
Unit # 6 Modine Model # PA105SB Serial # 05011030283  
Unit # 7 Modine Model # PA105SB Serial # 05011030283  
Dates: unknown

1 RUDD Furnace AHU Back shop office (Located in Upper loft.)  
Model # UGPH-12EARJR  
Serial # df5d307f499800911  
Date: unknown

1 SEER 2 ton Condenser Unit  
Model# TZAB-324-2N  
Serial# WI31707549  
Date: mfd 3/2017 INSTALLED 5/2017

Public Works Bldg #2

1 Window unit A/C (Sewer office area)

1 Window unit A/C (Meter shop area)

1 LUXAIRE Furnace Sewer office area

(Located above sewer office door)

Model # P-HAD12N03801B

Serial # 6258199045

Date: unknown

10 Modine Gas fired heaters

(Located in Roads garage, Water and Sewer bays and OEM Bay areas)

Unit # 8 Modine Model # PA150AB Serial # 15012010689 (OEM)

Unit # 9 Modine Model # PA200AB Serial # 15012011190

Unit # 10 Modine Model # PA150AB Serial # 15012011290

Unit # 11 Modine Model # PA200AB Serial # 15012011190

Unit # 12 Modine Model # PA150AB Serial # 15012010689

Unit # 13 Modine Model # PA150AB Serial # 15012011290

Unit # 14 Modine Model # PA200AB Serial # 15012011190

Unit # 15 Modine Model # PA150AB Serial # 15012010489

Unit # 16 Modine Model # PA150AB Serial # 15012010489

Unit # 17 Modine Model # PA200AB Serial # 15012011190

Dates: unknown

Major Road communication site:

Mitsubishi

Model# PUZ-A24NHA2

S/N 8YU00410A

Public Works, Water and Sewer Utilities Building

1 Trane HVAC Unit AH-1 (big unit in mechanical room)

Model # MCC B014VA

Serial # K04J212784

Date: June 2005

1 Trane Roof top Condenser Unit C-1

Model # YCD240B3HCJB

Serial # 439101128D

(208-3) (20 ton) 93.5" x 44" x 45"

Date: June 2005

1 Trane HVAC Unit AH-2 (Located in closet Paramedics)

Model # TUX100C948D3

Serial # 4325B5U7G

Date: August 2004

1 Trane Roof top Condenser Unit C-2  
Model # 2TTA2048A3000AB  
Serial # 4381Y753F  
(208/3) (4 ton) 33" x 29" x 28"  
Date: September 2004

1 Trane HVAC Unit AC-1 roof top unit:  
Model # YCD240B3HCJB  
Serial # 439101128D  
(208-3) 122" x 85" x 54"  
Date: September 2004  
Upper floor right side 10 zones (waiting room everything to right)

1 Trane HVAC Unit AC-2 roof top unit:  
Model # YSC090A3RMA  
Serial # 440100108L  
(208-3) 87" x 49" x 35"  
Date: September 2004  
Upper floor left side (records, break room, bathrooms and corridor)

1 Trane HVAC Unit AC-3 roof top unit:  
Model # YSC090A3RMA  
Serial # 440100174L  
Date: September 2004  
Balcony and lobby stat in lobby

1 Trane HVAC Unit AC-4 roof top unit:  
Model # YCD210C3HCEA  
Serial # 439101123D  
Date: September 2004  
Lower floor everything to right of lobby, meeting room, bathrooms, locker room, P/W offices 9 zones

1 Trane HVAC unit AC 5 Roof top unit:  
Model # YHC120A3RMA  
Serial # 440100341L  
Date: September 2004  
Lower floor, left side (meeting rooms, bathrooms, corridor) 5 zones

Lower level bathrooms – exhaust fans  
Ladies TEF – 1  
Men's TEF – 2

Paramedics – exhaust fan – TEF-5

Upper level bathrooms – exhaust fans  
Ladies - TEF- 3  
Men's - TEF- 4

2 Loren and Cook exhaust fans on roof  
Model # 2TTA2048A3000AB  
Unit 1 Serial # 215S816717- 00701  
Unit 2 Serial # 215S816717- 00702  
Date: December 2004

1 A.O. Smith Electric Water heater (Located in EMS closet)  
Model # DSE20A  
Serial # SL041062513  
Date: November 2005

1 A.O. Smith water heater (Located in Mechanical room basement)  
Model # BTH120-970  
Serial # 9280837000  
Natural Gas 60 Gals

1 Taco Circulator pump  
Model # 007-BFS  
Date: November 2005

6 TPI Corporation Electric Wall Heaters  
Model # AFA2-15 D  
240/208 1500/1125 watt  
Date: September 2004

Wetherill House 269 Georges Road, Dayton

1 Ruud HVAC unit (Located in Upstairs)  
Model # UGEA-04EC-FS  
Serial # BN3D202 F1288 9537  
Date: 2/1986

1 Ruud HVAC unit (Located in basement)  
Model # UGEA-04EC-FS  
Serial # BN3D202 F1288 9542  
Date: 2/1986

1 Ruud Condenser  
Model # UADC 042NAS  
Serial # 3155 M3391 780  
Date: 2/1986

South Brunswick Public Library, Kingston Lane

1 Carrier Unit # 1 roof top unit:  
Model # 50HG-016A-5- 0501AR  
Serial # 5004F71656  
Date: 2005

1 Carrier Unit # 2 roof top unit:  
Model # 50HG-016A-5- 0501AR  
Serial # 5004F71655  
Date: 2005

1 Carrier Unit # 3 roof top unit:  
Model # 50AJB027 – C-7 511-HT  
Serial # 4504F67727  
Date: unknown

1 Carrier Unit # 4 roof top unit:  
Model # 50AJB027  
Serial # 4504FG7725  
Date: unknown

1 Carrier Unit # 5 roof top unit:  
Model # 48HJE005 – 531  
Serial # 3998G20338  
Date: unknown

1 Carrier roof top unit for back area offices:  
Model # 50TFF014 – 511  
Serial # 2402G620662  
Date: unknown

1 Lenox roof top unit for new crafts room:  
Model # LGH06054TM1Y  
Serial # 5610K10597  
Date: unknown

1 Ruud roof top unit for Children's computer area:  
Model # AT423BTRSC  
Serial # unknown  
Date: unknown

1 Carrier Ground unit Lower level by boiler room:  
Model # 38AR2008-501  
Serial # 3904G20052  
Date: unknown

1 Dainkin R410A Ground unit Lower level conference room AC:  
Model # RX509DVDVJU  
Serial # E002445  
Date: unknown

2 Gas Fired H/W Laars/Pennant water tube boilers:

Boiler #1 Serial # 147233

Boiler #2 Serial # 147610

2 Taco Circulating Pumps

Model # FI 1509E2DAJ1110A

5 REST ROOM Exhaust fans

**Any and all equipment changed or missed on this list**

**AFFIRMATIVE ACTION QUESTIONNAIRE  
SUPPLEMENT TO BID SPECIFICATIONS FOR  
PROCUREMENT AND SERVICE CONTRACTS**

**No firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, C. 127 (N.J.A.C.17:27).**

All firms: An employee information report must be completed and returned prior to or at the time of an award. An Affirmative Action Plan approved by the Federal Government or the State of New Jersey Treasurer is an acceptable alternate.

**FILL IN THE APPLICABLE BOX BELOW. YOUR BID WILL BE ACCEPTED EVEN IF YOU ARE NOT IN COMPLIANCE AT THIS TIME. IF, HOWEVER, YOU ARE THE LOWEST RESPONSIBLE BIDDER AND HAVE NOT YET COMPLIED WITH THE AFFIRMATIVE ACTION REGULATIONS, YOU WILL BE SENT THE AFFIRMATIVE ACTION DOCUMENT FOR COMPLETION PRIOR TO AWARD. YOU MUST RETURN THE COMPLETED DOCUMENT TO US WITHIN SEVEN DAYS AFTER YOU RECEIVED SAME.**

ALL FIRMS:

A FEDERAL LETTER OF APPROVAL HAS BEEN RECEIVED. (PROOF MUST BE SUBMITTED WITH BID.)

**OR**

A CURRENT STATE OF NEW JERSEY "CERTIFICATE OF EMPLOYEE INFORMATION REPORT OF APPROVAL" HAS BEEN RECEIVED. (COPY OF SAME MUST BE SUBMITTED WITH BID.)

**OR**

AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA-302 MUST BE SUBMITTED, AS INDICATED ON SAID FORM. (SOUTH BRUNSWICK TOWNSHIP WILL FORWARD YOU THIS FORM, IF YOU ARE A SUCCESSFUL BIDDER.)

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF CONTRACTOR**



**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations, partnerships, and limited liability corporations apply to all forms of business entities, including limited partnerships, limited liability partnerships, and Subchapter C and S corporations (Attorney General Opinion 02-0018, January 23, 2002 and 15-0021, May 8, 2015).

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership  Limited Partnership  Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)  Other (be specific):
- 

## Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below.**

(Please attach additional sheets if more space is needed):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
\_\_\_\_\_

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF )

I, \_\_\_\_\_ of, \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and the 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 the Proposal for the above named project, and that I executed the said  
Proposal with full authority so to do; 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 Township of South Brunswick relies upon the truth of 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 bonafide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Name of Contractor)

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_ 19 \_\_\_.

\_\_\_\_\_  
(also type or print name of affiant  
under signature)

\_\_\_\_\_  
Notary Public of  
My Commission Expires \_\_\_\_\_, 19\_\_\_.

**Township of South Brunswick  
Contractor Responsibility Certification**

Name and Contract Number of Contract To Be Awarded:

---

I, \_\_\_\_\_, (hereafter “Contractor”) submit this Certification pursuant to the requirements of South Brunswick Code Section 2-1248.

(1) As a condition of performing work on public works contracts in excess of \$26,000.00, but less than \$499,999.00 total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA ten (10) hour construction safety and health course onsite. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, Contractor hereby certifies that it and each subcontractor performing work on the project has at least one (1) employee who has successfully completed an OSHA thirty (30) hour construction safety and health course onsite.

(2) Contractor hereby certifies that it and all subcontractors that perform significant work on any public facility project having a value of \$100,000.00 or more, participates in an Apprenticeship Program currently registered with and approved by the United States Department of Labor (USDOL) or the New Jersey Department of Labor (NJDOLE); or Contractor agrees that neither it nor any subcontractor will employ any worker of less than journeyman status on the project. Apprenticeship Programs meet the criteria set forth in subsection 8(i) of South Brunswick Code Section 2-1248. Proof of participation in such an Apprenticeship Program (if applicable) is attached.

(3) Contractor hereby certifies the following facts regarding its past performance, work history, current qualifications and performance capabilities:

a. The individual, firm or business entity has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: (i) do business in the State; and (ii) perform the contract work it seeks to perform. These include, but are not limited to, licenses, registrations or certificates for any type of trade work or specialty work which the individual, firm or business entity proposes to perform.

b. The individual, firm or business entity meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements.

c. The individual, firm or business entity has not been debarred by any federal, state or local government agency or authority in the past three (3) years. If Contractor is a firm or business entity, Contractor further certifies that none of the owners, officers or members have been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The individual, firm or business entity has not defaulted on any project in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have defaulted on any project in the past three (3) years.

e. The individual, firm or business entity has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.

f. The individual, firm or business entity has not been cited for a willful violation of federal or state safety laws in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been cited for a willful violation of federal or state safety laws in the past three (3) years.

g. The individual, firm or business entity has not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years. If Contractor is a firm or business entity, Contractor also certifies that none of the owners, officers or members have been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.

h. The individual, firm or business entity will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. If applicable, the individual, firm or business entity participates in an Apprenticeship Program that is currently registered with the U.S. Department of Labor, N.J. Department of Labor or a state apprenticeship agency for each craft or trade in which it apprentices. Contractor shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this certification. The individual, firm or business entity shall continue to participate in applicable Apprenticeship Programs for the full duration of the contract work. The Apprenticeship Program in which the individual, firm or business entity participates shall meet the following criteria:

- (1) The program has graduated at least (1) enrollee in each of the past three (3) years. If the program has not been in existence for three years, this requirement shall not apply until the program has been in existence for three (3) years. At that time, compliance with this criterion is required.
- (2) The program has graduated at least seventy-five (75%) percent of program enrollees in each of the past three (3) years.\*

j. The individual, firm or business entity provides health and hospital insurance plans, and if applicable, an ERISA compliant retirement plan.

\* Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program. The term "total number of enrollees" shall be computed by counting the total number of persons enrolled in approved Apprenticeship Programs for each separate trade or craft approved by the State of New Jersey. For example, the total number of enrollees in the electrical trade would consist of all persons currently enrolled in an approved Apprenticeship Program for electricians in the State of New Jersey. If the New Jersey based trade or craft conducts education classes outside the State, those attendees shall count as enrollees for purposes of this subparagraph. Enrollees who withdraw for reasons of military service, residence relocation, death, sickness or hardship as approved by the teaching staff shall not be counted as enrollees for purposes of calculating the graduation rate.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to law, including but not limited to a rejection of my bid, rescission, revocation and/or termination of the contract awarded to me.

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

PROPOSAL

To: Township of South Brunswick

The undersigned bidder declares he has read the Notice to Bidders, Instructions to Bidders and Specifications attached, that he has determined the conditions affecting the bid and agrees, if this proposal is accepted. to furnish and deliver the following for the contract period of (2) years commencing from the date of award.

HVAC Preventative Maintenance & Repair

A. First Year

I. Lump Sum Rates – Quarterly or Annual Service

Municipal Building \$ \_\_\_\_\_ /Qtr x 4 = \$ \_\_\_\_\_ /Yr

DPW/Utility Building \$ \_\_\_\_\_ /Qtr x 4 = \$ \_\_\_\_\_ /Yr

Library \$ \_\_\_\_\_ /Qtr x 4 = \$ \_\_\_\_\_ /Yr

Community Center \$ \_\_\_\_\_ /Qtr x 4 = \$ \_\_\_\_\_ /Yr

Senior Center \$ \_\_\_\_\_ /Qtr x 4 = \$ \_\_\_\_\_ /Yr

Lump Sum Total \$ \_\_\_\_\_

II. Hourly Rate Work

It is expected that at a minimum all hourly rates used to calculate the bid will be prevailing wage rates including benefits. All bids utilizing rate of \$0.00 or other rates less than the prevailing wage rates will be deemed non-responsive and rejected

<u>Add Classes of Labor:</u> (if different than listed)	Regular Rate	*Estimated # of hours	Costs
Foreman	\$ _____ /Hr	<u>150</u>	= \$ _____
Journeyman	\$ _____ /Hr	<u>500</u>	= \$ _____
Hourly Rate Work Total			\$ _____

Overtime Rate for future billing purposes only (**not included in bid total**)  
1- ½ Time 2 Time

Foreman \$ \_\_\_\_\_ /Hr 150 = \$ \_\_\_\_\_

Journeyman \$ \_\_\_\_\_ /Hr 500 = \$ \_\_\_\_\_

Hourly Rate Work Total \$ \_\_\_\_\_

III. Parts \_\_\_\_\_% mark up above contractors cost (not to exceed 15 %) Not a basis of bid award

Note: Copies of contractors purchase invoices required to verify costs

AI. Lump Sum Total \$ \_\_\_\_\_

AII. Lump Sum Total \$ \_\_\_\_\_

Total First Year \$ \_\_\_\_\_

B. Second Year

I. Lump Sum Rates – Quarterly or Annual Service

Municipal Building \$ \_\_\_\_\_/Qtr x 4 = \$ \_\_\_\_\_/Yr

DPW/Utility Building \$ \_\_\_\_\_/Qtr x 4 = \$ \_\_\_\_\_/Yr

Library \$ \_\_\_\_\_/Qtr x 4 = \$ \_\_\_\_\_/Yr

Community Center \$ \_\_\_\_\_/Qtr x 4 = \$ \_\_\_\_\_/Yr

Senior Center \$ \_\_\_\_\_/Qtr x 4 = \$ \_\_\_\_\_/Yr

Lump Sum Total \$ \_\_\_\_\_

II. Hourly Rate Work

It is expected that at a minimum all hourly rates used to calculate the bid will be prevailing wage rates including benefits. All bids utilizing rate of \$0.00 or other rates less than the prevailing wage rates will be deemed non-responsive and rejected

<u>Add Classes of Labor:</u> (if different than listed)	Regular Rate	*Estimated # of hours	Costs
Foreman	\$ _____/Hr	<u>150</u>	= \$ _____
Journeyman	\$ _____/Hr	<u>500</u>	= \$ _____
Hourly Rate Work Total			\$ _____

Overtime Rate for future billing purposes only (**not included in bid total**)

2- ½ Time 2 Time

Foreman	\$ _____/Hr	<u>150</u>	= \$ _____
Journeyman	\$ _____/Hr	<u>500</u>	= \$ _____
Hourly Rate Work Total			\$ _____

III. Parts \_\_\_\_\_% mark up above contractors cost (not to exceed 15 %) Not a basis of bid award

Note: Copies of contractors purchase invoices required to verify costs

BI. Lump Sum Total \$ \_\_\_\_\_

BII. Lump Sum Total \$ \_\_\_\_\_

Total Second Year \$ \_\_\_\_\_

Total Both Years \$ \_\_\_\_\_

Any questions, please call Bill Epps, Supervisor at 732-329-4000 ext. 7266 or Chuck Johnson, Foreman at 732-329-4000 ext. 7253.

Accompanying this proposal is a certified check in the amount of \$ \_\_\_\_\_ N/A \_\_\_\_\_, or a bid bond in the amount of \$ \_\_\_\_\_ N/A \_\_\_\_\_, payable to the Township of South Brunswick which has to be forfeited as liquidated damages if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as required.

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name)

Witness \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

IV. Holiday List

- |                               |                        |                    |
|-------------------------------|------------------------|--------------------|
| New Year's Day                | Martin Luther King Day | Lincoln's Birthday |
| Presidents Day                | Good Friday            | Memorial Day       |
| Independence Day              | Labor Day              | Columbus Day       |
| Election Day                  | Veterans Day           | Thanksgiving       |
| Friday Following Thanksgiving | Christmas Day          |                    |

On the attached sheet, please list three companies with whom your company has had business with in the past year and submit with bid proposal.

**REFERENCES**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

-----

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

-----

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

# TOWNSHIP OF SOUTH BRUNSWICK

## BID DOCUMENT CHECKLIST

**Required by  
OWNER**

**Read, Signed  
& Submitted**

Stockholders Disclosure Certification

Non-Collusion Affidavit

Bid Proposal Form

Affirmative Action Questionnaire

Non-Conflict of Interest

Public Works Contractor Registration

Bid Guarantee  
(with Power of Attorney for full amount of Bid Bond)

Endorsement of Surety  
(with Power of Attorney for full amount of Bid Price)

Contractor Responsibility Certification Form

**Reviewed**

Business Registration Certificate

Prevailing Wage

Americans with Disabilities Act Language (Mandatory)

Affirmative Action Language (Mandatory)

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