

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING MAINTENANCE,
REPAIR PARTS, SERVICES, AND INSTALLATIONS**

BID NO: #0023-23

ADVERTISED: FRIDAY, DECEMBER 2, 2022

BIDS DUE: TUESDAY, DECEMBER 13, 2022, at 10:00AM

TO APPEAR IN PAPER: FRIDAY, DECEMBER 2, 2022

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System, Headquarters Building, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **Tuesday, December 13, 2022** and then publicly read aloud for the following:

FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING
MAINTENANCE, REPAIR PARTS, SERVICES, AND INSTALLATIONS
(BID #0023-23)

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”**. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in a sealed envelope bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Public bid openings will take place at Thompson Park Headquarters. **Bidders shall submit at least one (1) original of each form, with an original signature.**

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids in accordance with N.J.S.A. 40:A-11-13.2, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000. By order of the Board of Recreation Commissioners of the County of Monmouth.

Kevin Mandeville, Chairman
James J. Truncer, Secretary-Director
Jennifer Kaczala, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.


The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall 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. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.


A business organization that 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

Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-BRC(09-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

- 17. Any proposal not meeting the requirements set forth herein may be rejected.
- 18. If this is an on-call supply contract for a stated period of time or a service contract, whether

or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED DOCUMENTS LISTED ON THE CHECKLIST

The successful vendor(s) must submit the AA302 Certificate to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

GENERAL SPECIFICATIONS

- INTENT:** It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING MAINTENANCE, REPAIR PARTS, SERVICES, AND INSTALLATIONS (BID #0023-23) hereafter**, referred to as the items.
- SCOPE:** The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL:** The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS:** In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY:** If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE:** The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT:** Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY:** Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM:** Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of Chosen Freeholders, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: James J. Truncer, Secretary-Director
Email: James.Truncer@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Michael P. Supko, Jr.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status,

disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) 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) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) 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 taxable sales of tangible personal property delivered into this State.

(ii) A contractor or subcontractor 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.

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
 - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
 - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefor. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$ _____ combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$ _____ each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

James J. Truncer, Secretary-Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____

SPECIFICATIONS FOR FURNISHING AND DELIVERING *HEATING AND AIR CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE AND INSTALLATIONS* TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY, 07738

SCOPE:

The purpose of this contract shall be to make available to the Monmouth County Park System an authorized source for ***HEATING AND AIR CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE AND INSTALLATIONS***, as specified herein.

PROPOSAL:

The attached proposal must be submitted in order for bidders to be considered. Contractors currently supplying the Park System must reapply on the proposal page. The Purchasing Committee reserves the right to accept or reject any or all bids, and to award the contract in the best interest of the Park System.

INSURANCE FOR GOODS AND SERVICES:

The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[©]) of same, naming the Monmouth County Park System as the Certificate holder.

A **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D **County Additional Insured:** The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except the Worker's Compensation policy.

INSURANCE LANGUAGE FOR CONSTRUCTION CONTRACTS:

INSURANCE: The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[®]) of same, naming the Monmouth County Park System as the Certificate holder.

A **Worker’s Compensation and Employer’s Liability**—covering all of the contractor’s employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D **Builder’s Risk Completed Value Form “All Risk”:** The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.

E. **Subcontractors:** The Contractor’s subcontracts shall impose and require its subcontractors to purchase and maintain insurance coverages identical to those set forth above.

F. **County Additional Insured:** The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except the Worker’s Compensation policy.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, "subcontractor" shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.


The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall 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. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

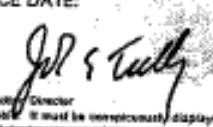
A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency

Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 325 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	<small>Adj. Director</small>	<small>This Certificate is NOT assignable or transferable. It must be immediately displayed at above address.</small>

CONTRACTOR QUALIFICATIONS:

The contractor shall have been operating an HVAC contracting business for a minimum of five (5) consecutive years. Verification must be provided with bid package.

All technicians servicing this contract must individually have the following qualifications:

1. Successfully completed a national and state recognized and approved HVAC training and testing program. Failure to provide documentation will result in rejection of bid.
2. Proficiency in combustion-efficiency testing and ability to calculate steady-state heating efficiency as defined in N.J.A.C. 14A:3-3.1.
3. Minimum of five (5) years working experience servicing commercial air management systems.
4. Certified to handle refrigerant:
 - a. Technicians must have completed a training course on refrigerant handling and environmental awareness. EPA certifications must be included with the bid documentation. Failure to provide documentation will result in rejection of bid.
 - b. Technicians must have completed training course on the proper handling of refrigerant R410A. Contractor shall provide copies of certificates with bid proposal. Failure to provide documentation will result in rejection of bid.
5. Completed an occupational safety and health (OSHA) training course or approved hazard communication training. Contractor shall provide copies of certificates with the bid proposal. Failure to provide certifications will result in rejection of bid.
6. Shall be S.T.A.R.-certified. Contractor shall provide copies of mastery certifications with bid proposal. Failure to provide certifications will result in rejection of bid.
7. This contract includes two geothermal systems, one at Charleston Springs Golf Center and one at Manasquan Environmental Center. The contractor shall provide with the bid proposal three (3) references and contact information for each technician who will be servicing these two (2) facilities. References shall be for geothermal facilities with heat pumps and console heat pumps that the technician(s) has worked on during the past five (5) years. Failure to provide documentation will result in rejection of bid.
8. This contract includes one (1) air-cooled chiller, Trane chiller model #CGAFC50EAMA10000E0000000000W09 at Fort Monmouth Recreation Center. Work on this equipment shall be performed by manufacturer-authorized technicians. The contractor shall provide copies of certifications for all technicians working on this equipment. Failure to provide documentation will result in rejection of bid.
9. This contract includes one (1) water-cooled chiller, York model # YCWL0064SE17XAASDTX at Thompson Park Visitor Center. Work on this equipment shall be performed by manufacturer-authorized technicians. The contractor shall provide copies of certifications for all technicians working on this equipment. Failure to provide documentation will result in rejection of bid.

10. Automated building controls are located at the following facilities:

- a. Charleston Springs Golf Center – Honeywell W7750C
- b. Fort Monmouth Recreation Center – Tridium Controls
- c. Thompson Park Visitor Center – Johnson Controls

Technicians working at these facilities shall have basic knowledge to navigate the controls. Prior to award of bid, the Park System may request that technicians who will work at these facilities demonstrate their ability to navigate the controls for troubleshooting, diagnosing, testing, and calibrating the HVAC system.

11. The bidder may, with written approval of the Park System, sub-contract specialty services they are not able to provide, such as work with software, proprietary equipment, etc. Proposals for sub-contracted work must be submitted in writing and approved in writing.
12. The contractor shall maintain an adequate stock of repair parts on board the company's service vehicles in order to complete normal service without additional parts runs. Such parts for normal service include, but are not limited to, filters, nozzles, controls, switches, relays, transformers, and tools.

SERVICE:

Labor rates shall be furnished for both normal workdays and emergency service on evenings, weekends, and holidays. For the purpose of this contract, minimum **normal business hours** for the Park System are 8:00 a.m. to 5:00 p.m., Monday through Friday. All hours exclusive of these times are considered emergency hours. For the purpose of this contract, **holidays** are Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Annual cleaning/start-up and service cost shall be quoted on a per visit basis, and shall include all parts and services described in these specifications. No additional charges or surcharges shall be assessed for duct work or work in ceiling spaces. The Park System shall not be charged for return parts trips, if said parts are considered normal service items. The Park System shall not be charged separately for any travel time for maintenance and service of heating and air conditioning systems. The Park System shall pay the contractor only for the time spent working at the job site.

Whenever a technician takes a heating or air conditioning unit out of service ("red tags" the unit) during annual cleaning/start-up or during a service call because he has determined that the unit is not working and is beyond repair, the Park System must be notified immediately by calling the Superintendent of Park's office, 732-842-4000, ext. 4220, or by faxing Park System Headquarters, 732-842-4162, or emailing, so that the Park System can make provisions to replace the unit.

Any work requiring permits shall be the contractor's responsibility.

At the specific request of the Park System, the contractor shall provide consultation services to the Park System for the purpose of developing specifications for the repair and replacement of existing systems and installation of new systems. The rate for these services shall be billed as Consultation Services under Item #12 on the proposal page.

NOTIFICATION:

The contractor shall notify the park manager three (3) working days in advance of each scheduled preventative maintenance service call.

Prior to beginning any work, the contractor’s technician(s) shall report to the park manager and describe the nature and type of work that is to be performed. When work is completed, the technician(s) shall report to the park manager the work that was done.

REPLACEMENT OF UNITS & NEW INSTALLATIONS:

Emergency replacement of heating and air conditioning units is included as part of this contract. The Park System reserves the right to bid separately for off-season and scheduled replacements of heating and air conditioning equipment.

PERIOD OF CONTRACT:

The contract period shall be **January 1, 2023 through December 31, 2023**. Should the contractor dispose of his business during the contract period, all obligations shall pass to the new owner, who shall be required to submit a proposal in accordance with the requirements of the contract.

This contract shall not bind, nor purport to bind, the Park System for any contractual commitment in excess of the original contract period. The Park System shall have the right, at its sole option, to extend the contract for one 2 additional 1 year period (2024-2025). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain and apply during the renewal period.

METHOD OF AWARD:

The contract shall be awarded to the bidder offering the lowest Total Lump Sum Bid on the proposal page. This amount is the average of Items #1 - #24. To arrive at this amount, the bidder must add up all Items – including Item #11 (percentage discount on all heating and air conditioning parts used to repair listed units, to be calculated as 30% of the contract) – and divide by 24.

Item #11 shall be calculated in the manner of the following example:

If the contract is \$260,000.00, 30% is \$78,000.00:

$$\begin{array}{r}
 \$260,000.00 \\
 \times \quad .30 \\
 \hline
 \$78,000.00
 \end{array}$$

If the bidder offers a 10% discount on parts, that amount is \$7,800.00:

$$\begin{array}{r}
 \$78,000.00 \\
 \times \quad .10 \\
 \hline
 \$7,800.00
 \end{array}$$

This represents an estimated cost for parts of \$70,200.00:

$$\begin{array}{r}
 \$78,000.00 \text{ (30\% of \$260,000.00 contract)} \\
 - \underline{\$7,800.00} \text{ (10\% discount on parts)} \\
 \$70,200.00 \text{ (entered on p. 19, Item \#11, "Estimated cost of parts")}
 \end{array}$$

Bidder must bid on both heating and air conditioning portions of this proposal.

ESTIMATED AMOUNT OF CONTRACT:

\$260,000.00 The Park System will only pay for services provided.

PREVAILING WAGE:

The Contractor and all Subcontractors will be required to comply with the requirements of Chapter 150 of New Jersey Laws of 1963, known as the "New Jersey Prevailing Wage Act."

Bidders, by submitting their Bids, pursuant to N.J.S.A. 34:11-56.38 (regarding the State of New Jersey list of debarred contractors and subcontractors), attest that neither they, their company, nor any of their proposed Subcontractors are prohibited from being awarded their Contracts for the Work for failure to pay Prevailing Wages.

Regulations of the New Jersey Department of Labor (N.J.A.C. 12:60-1) require the Contractor and its subcontractors to submit certified payroll records to the Owner within ten days of the payment of wages. A copy of the certified payroll form for submission of payroll records may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards.

PHONE: 609-292-2283.

HEATING

DESCRIPTION OF WORK

ANNUAL START-UP AND CLEANING SERVICE:

Shall be performed annually on approximately 100 units ***before the start of the heating season***. After completion of work, the contractor shall provide a completed Preventative Maintenance Inspection Checklist for each of the units or per facility, whichever is applicable. The checklist shall include all preventative maintenance items. A list of units and locations is attached.

The contractor shall be notified as to which units shall be cleaned and started up, and which units have been removed from service and therefore shall not be cleaned.

Preventive maintenance work shall not begin until prior authorization has been given by the Superintendent of Parks, 732-842-4000, ext. 4220.

Cleaning and startup of all units shall be completed by September 30.

OIL:

Bid price shall be per single cleaning and service per unit, and shall include the following:

1. Check and clean head assembly, oil strainers or filters, burner fan and motor, ignition system, all burner controls. Replace oil filter element, oil pump gasket, and nozzles. Replace air filters with standard capacity pleated filters on forced air systems.
2. Vacuum boiler or furnace, flue pipe, and chimney base.
3. Lubricate burner motor, blower bearing and motor (warm air systems), and circulator motor bearing (hot water systems).
4. Adjust fire to proper combustion, adjust oil burner controls.
5. Check efficiency rating of each unit by the following procedure:
 - A. Start each unit and allow to warm up to normal operating condition.
 - B. Adjust smoke trace in flue to between 0 and 1, if possible.
 - C. Check stack temperature at flue.
 - D. Check draft over fire and at flue.
 - E. Check carbon dioxide reading at flue.
 - F. Use above readings to calculate burner efficiency and post results conspicuously on furnace.
6. Information and results to be supplied to owner on service receipt. Each furnace to be tagged and dated at time of service.
7. Check for water in fuel oil tank and remove if found.

NATURAL GAS/PROPANE:

Bid price shall be per single cleaning and service per unit, and shall include the following:

1. Vacuum furnace.
2. Check chimney base.
3. Replace air filters with standard capacity pleated filters.
4. Inspect heat exchanger for cracks. Clean the heat exchanger both internally and externally.
5. Inspect fan belts/motor pulleys for wear, tension, and adjust and align as needed.
6. Thermostatically start unit and check operation.
7. Drain expansion tank on boilers.
8. Check relief valve on boilers.
9. Check chimney draft.
10. Check and record carbon monoxide and carbon dioxide readings at unit and post conspicuously on furnace.
11. Check the pilot burner and main burner for proper combustion, and remove scale, dust, and lint accumulation.
12. Clean all dirt and grease from the primary and secondary combustion air openings.
13. Lube fan motor, blower bearings as needed.

ELECTRIC:

Bid price shall be per single cleaning and service per unit for electric furnace and heat pump, and shall include the following:

1. Replace air filters with standard capacity pleated filters.
2. Lubricate all motors and controls associated with or essential to system operation.
3. Check operation of unit by thermostat.

4. Clean inside and outside condenser coils and other parts of the condenser air circuit.
5. Inspect belts/motor pulleys for wear & tear, tension, adjust and align as needed.
6. Check system charge and reversing valve.
7. Clean and flush condensate drain pan and pipes and adjust line path if needed to ensure proper drainage to discharge point

GLYCOL WATER FOR GEOTHERMAL SYSTEMS:

Bid price shall be per collection of the glycol water as part of the annual start-up service and mail for lab testing:

1. Collect 4 oz. bottles of glycol water. The Park System will provide the Intercool Analysis Request Form. Samples must be mailed for lab testing to:
Interstate Chemical Co, Inc.
Attention: Heat Transfer Fluid Laboratory
2797 Freedland Road
Hermitage, PA 16148-0600
2. Back flush heat pump units.
3. Verify operation of air bleeder by heat pump units.
4. Check and log make up water meter
5. Check and log glycol water pressure and temperature

NORMAL SERVICE CALLS:

Normal service shall include repairs or inspection adjustments to a heating unit during normal business hours (bidders will state normal hours); additional repairs deemed necessary beyond the typical annual cleaning service; and work required to modernize a unit to improve safety or energy efficiency.

Work shall include, but not be limited to repair or replacement of the following:

1. Controls
2. Pumps
3. Burner units
4. Line valves
5. Fire boxes
6. Feed and low water cut-offs
7. Adjustments
8. Cleaning
9. Emergency replacement of heating units

EMERGENCY SERVICE CALLS:

Repairs or adjustments to a heating unit during off hours. Emergency work only, on a 24-hour basis.

1. Bidder shall state hours emergency rate is in effect.
2. Bidder shall state emergency telephone number and contact person(s).
3. Bidder shall state any restrictions or variances to 24-hour service calls.

PARTS:

Discounts on all heating parts used to repair listed units are to be calculated on a percentage basis from the Manufacturers List Price. (Item #11 on proposal page)

REPAIR AUTHORIZATION:

In any case where repairs will exceed \$500.00, it shall be necessary for the contractor to have verbal authorization before doing any work. This authorization shall be obtained by calling Tom Fobes, Superintendent of Parks, 732-842-4000, ext. 4220. Billing for such work shall be itemized to indicate parts and labor.

RESPONSE TIME:

A maximum of two (2) hours after vendor has received notification from the Park System for needed repairs.

RECEIPTS:

Receipts for each job performed must list the park name and building, and shall be signed by a Park System employee at the time job is completed. Receipts for each job must also indicate the time that the contractor begins the job and the time the contractor completes the job. The initial half-hour rate shall be charged on any service call. The rate for each additional hour shall be charged in five-minute increments.

MINIMUM CHARGES:

Minimum charges, if any, are to be indicated on proposal page.

AIR-CONDITIONING

DESCRIPTION OF WORK

ANNUAL START-UP AND CLEANING SERVICE:

After completion of work, the contractor shall provide a completed Preventative Maintenance Inspection Checklist for each of the units or per facility, whichever is applicable. The checklist shall include all preventative maintenance items. A list of units and locations is attached.

The contractor shall be notified as to which units shall be cleaned and started up, and which units have been removed from service and therefore shall not be cleaned.

Preventive maintenance work shall not begin until prior authorization has been given by the Superintendent of Parks, 732-842-4000, ext. 4220.

Cleaning and startup of all units shall be completed by June 15.

Bid price shall be single start up and service per unit, and shall include but not be limited to the following:

1. Check and clean condenser fins, and comb as necessary.
2. Replace air filters with standard capacity pleated filters.
3. Oil all motors.
4. Startup unit and check all controls for proper operation.

5. Check high and low pressures; add refrigerant as necessary.
6. Make adjustments where necessary to ensure system operations comply with manufacturer's specifications and current recommendations as may be issued by bulletin or other correspondence.

AIR COOLED CHILLERS

Preventative Maintenance services for air-cooled chiller. Bid price shall be per maintenance service call as described below:

1. All work to be performed by Manufacture authorized technicians. Provide copies of certifications for all technicians working on equipment. Failure to provide documentation will result in rejection of bid.
2. Within two weeks of the notice of award provide a schedule for each piece of equipment; include date and description of preventative maintenance.
3. Contractor shall meet with the Park System a minimum of three times. Meetings will be prior to spring start-up, mid summer and fall.
4. After each preventative maintenance provide detailed type written report. Report shall include at the minimum the items identified in numbers 9 and 10 below, malfunctions, repairs, and/or corrective actions that are required.
5. Submit with payment application type written report, fax confirmations and lab reports. Payments will be made only after each monthly inspection and the spring and fall inspections, prior to starting work submit schedule of values.
6. Provide unlimited diagnostic calls with travel time as part of base bid. Respond within 4 hours of notification.
7. Vendor to adhere to standard industry practices:
 - a) Follow and use recommended procedures and equipment for handling refrigerants; use closed loop refrigerant transfer equipment when removing, charging and storing refrigerant. Recover vapor and liquid refrigerant from hoses
 - b) Elevate oil temperature prior to service work
 - c) Maintain refrigerant use log for all equipment; record on-site as well as in service reports
 - d) Leak test all charging hoses and refrigerant servicing equipment.
 - e) Establish proper leak testing routine; follow industry standards of practice for pressure vessels and cooler; use industry accepted tools and equipment
 - f) Sample and analyze oil. Submit report to owner. Recommend replacement if contaminated.
 - g) Use standing vacuum test to confirm overall integrity of system.
 - h) Replace and tighten seal caps on all valves after servicing
 - i) When leaks are found, shut down system and make repairs
 - j) After major service, evacuate and dehydrate to manufacture specifications or 250 to 50 microns using deep vacuum or triple evacuating method.
8. Perform one (April) annual preventative maintenance, including the following:
 - a) Clean condenser coil, method and chemicals as per manufacturer's instructions
 - b) Check condition of contactor
 - c) Check condenser fans (operation & amperage)
 - d) Leak check with leak detector
 - e) Secure circuits; lock out and tag

- f) Review and evaluate log readings
 - g) Pull refrigerant sample for analysis
 - h) Calibrate safety controls
 - i) Calibrate chilled water low temperature cutout
 - j) Calibrate refrigerant low temperature cutout
 - k) Calibrate condenser high pressure cutout
 - l) Calibrate oil low pressure cutout
 - m) Calibrate operating controls
 - n) Pull oil sample for analysis / replace as needed
 - o) Check gauges / indicator lights
 - p) Inspect starter; arc shields, capacitors, coil faces, fuses and heaters, linkages, transformers, and wire insulation, and contactor contacts.
 - q) Check pressure drop across filter driers replace as needed
 - r) Remove motor leads
 - s) Megger compressor motor
 - t) Reconnect motor leads
 - u) Restore power
 - v) Clean work area
 - w) Submit inspection report to owner. Report to include any malfunctions, repairs, or corrective action required, test results and recommendations.
9. Perform three monthly (May, June and July) operational inspections, including the following:
- a) Check general machine operation
 - b) Check control, power and piping
 - c) Log refrigerant pressures
 - d) Calibrate safety/operating controls
 - e) Check starter wiring and contacts
 - f) Check gauges/indicator lights
 - g) Log cooler supply temperature
 - h) Log cooler return temperature
 - i) Log oil level
 - j) Log oil supply pressure
 - k) Check approaches through calculation
 - l) Clean up work area
 - m) Report to building maintenance supervisor prior to leaving
 - n) Submit inspection report to owner. Report to include any malfunctions, repairs, or corrective action required
10. Perform complete annual inspection in October, including the following:
- a) Check unit for leaks
 - b) Megohm test of compressor motors
 - c) Check and set all microprocessor set points and dip switches
 - d) Check system controls and interlock operations
 - e) Check oil levels, change filter, and take oil sample for analysis, submit report from independent lab
 - f) Inspect condenser section; tighten all hardware; inspect fan blades

- g) Winterize chiller, drain or check glycol concentration; check heat trace on piping and chiller
- h) Tighten all electrical connections; inspect contactors and contactor contacts.
- i) Lubricate all exposed hinges and door latches
- j) Submit report of inspection to owner. Report to include any malfunctions, repairs, or corrective action required

WATER-COOLED CHILLERS

Preventative maintenance services for water-cooled chillers. Bid price shall be per maintenance service call as described below:

1. All work to be performed by Manufacture authorized technicians. Provide copies of certifications for all technicians working on equipment. Failure to provide documentation will result in rejection of bid.
2. Within two weeks of the notice of award provide a schedule for each piece of equipment, include date and description of preventative maintenance.
3. Contractor shall meet with the Owner a minimum of three times. Meetings will be prior to spring start-up, mid summer and fall.
4. After each preventative maintenance provide detailed type written report. Report shall include at the minimum the items identified in numbers 9 through 11 below, malfunctions, repairs, and/or corrective actions that are required.
5. Submit with payment application, type written report, E-mail confirmations and lab reports. Payments will be made only after each monthly inspection and the spring and fall inspections, prior to starting work submit schedule of values.
6. Provide unlimited diagnostic calls with travel time as part of base bid. Respond within 4 hours of notification.
7. Vendor to adhere to standard industry practices
 - a) Follow and use recommended procedures and equipment for handling refrigerants; use closed loop refrigerant transfer equipment when removing, charging and storing refrigerant. Recover vapor and liquid refrigerant from hoses
 - b) Elevate oil temperature prior to service work
 - c) Maintain refrigerant use log for all equipment; record on-site as well as in service reports
 - d) Leak test all charging hoses and refrigerant servicing equipment
 - e) Establish proper leak testing routine; follow industry standards of practice for pressure vessels and cooler; use industry accepted tools and equipment
 - f) Sample and analyze oil. Submit report to owner. Recommend replacement if contaminated.
 - g) Use standing vacuum test to confirm overall integrity of system
 - h) Replace and tighten seal caps on all valves after servicing
 - i) When leaks are found, shut down system and make repairs
 - j) After major service, evacuate and dehydrate to manufacture specifications or 250 to 50 microns using deep vacuum or triple evacuating method.
8. Perform April operational inspections, including the following:
 - a) Check general machine operation
 - b) Check control, contactors, power and piping
 - c) Log refrigerant pressures

- d) Check safety/operating controls
 - e) Check starter wiring and contacts
 - f) Check gauges/indicator lights
 - g) Log cooler supply and return temperature
 - h) Log condenser supply and return temperature
 - i) Log all amp readings
 - j) Log condensing pressure
 - k) Log oil level
 - l) Log oil supply pressure
 - m) Check approaches through calculation
 - n) Lubricate all equipment (pumps, tower fan bearings, etc.)
 - o) Remove and clean screens in cooling towers.
 - p) Flush tower pan to remove accumulated dirt.
 - q) Check make up water system to insure it is operating properly and the water level is correct.
 - r) Check tower water distribution system to insure it is operating properly.
 - s) Check tower fan belt tension.
 - t) Check tower sump heater.
 - u) Clean up work area
 - v) Submit inspection report to owner. Report to include any malfunctions, repairs, or corrective action required
9. Perform three monthly (May, June, and July) operational inspections including the following:
- a) Check general machine operation
 - b) Check control, contactors, power and piping
 - c) Check safety/operating controls
 - d) Check starter wiring and contacts
 - e) Check gauges/indicator lights
 - f) Log cooler supply and return temperature
 - g) Log condenser supply and return temperature
 - h) Log chiller pressure
 - i) Log condensing pressure
 - j) Log oil level
 - k) Log oil supply pressure
 - l) Check approaches through calculation
 - m) Lubricate all equipment (pumps, tower fan bearings, etc.)
 - n) Remove and clean screens in cooling towers.
 - o) Flush tower pan to remove accumulated dirt.
 - p) Check make up water system to insure it is operating properly and the water level is correct.
 - q) Check tower water distribution system to insure it is operating properly.
 - r) Check tower fan belt tension.
 - s) Check tower sump heater.
 - t) Clean up work area
 - u) Submit inspection report to owner. Report to include any malfunctions, repairs, or corrective action required

10. Perform one (October) annual preventative maintenance, including the following:
- a) Leak check with leak detector
 - b) Secure circuits; lock out and tag
 - c) Review and evaluate log readings
 - d) Pull refrigerant sample for analysis
 - e) Calibrate safety controls
 - f) Calibrate chilled water low temperature cutout
 - g) Calibrate refrigerant low temperature cutout
 - h) Calibrate condenser high pressure cutout
 - i) Calibrate low oil pressure cutout
 - j) Calibrate operating controls
 - k) Pull oil sample for analysis / change filter and report findings to owner
 - l) Brush clean tubes
 - m) Check gauges / indicator lights
 - n) Inspect starter; arc shields, capacitors, coil faces, fuses and heaters, linkages, resistors, transformers, and wire insulation, and contactor contacts.
 - o) Check pressure drop across driers replace as needed
 - p) Remove motor leads
 - q) Megger compressor motor
 - r) Reconnect motor leads
 - s) Restore power
 - t) Leak check disassembled joints
 - u) Lubricate all equipment (pumps, tower fan bearings, etc.)
 - v) Remove and clean screens in cooling towers.
 - w) Flush tower pan to remove accumulated dirt.
 - x) Check fan screens, inlet louvers and fans, remove dirt and debris.
 - y) Check tower fan belt tension.
 - z) Check tower sump heater and piping heat trace.
 - aa) Clean work area
 - bb) Submit inspection report to owner. Report to include any malfunctions, repairs, or corrective action required, oil analysis and refrigerant test results and recommendations.

NORMAL SERVICE CALLS:

Normal service shall include additional repairs deemed necessary beyond the typical annual start up; repairs or inspection adjustments to an air-conditioner during normal business hours (bidders will state normal hours); and work required to modernize a unit to improve safety or energy efficiency.

Work shall include, but not be limited to repair or replacement of the following:

- 1. Controls
- 2. Pumps
- 3. Motors
- 4. Line valves
- 5. Bearings
- 6. Fans and pulleys

7. Adjustments
8. Cleaning
9. Refrigerant charging
10. Emergency replacement of compressor

EMERGENCY SERVICE CALLS:

Repairs or adjustments to an air-conditioner during off hours. Emergency work only, on a 24-hour basis.

1. Bidder shall state hours emergency rate is in effect.
2. Bidder shall state emergency telephone number and contact person(s).
3. Bidder shall state any restrictions or variances to 24-hour service calls.

PARTS:

Discounts on all air conditioning parts used to repair listed units are to be calculated on a percentage basis from the Manufacturers List Price. (Item #11 on proposal page)

REPAIR AUTHORIZATION:

In any case where repairs will exceed \$500.00, it shall be necessary for the contractor to have verbal authorization before doing any work. This authorization shall be obtained by calling the Superintendent of Parks, 732-842-4000, ext. 4220. Billing for such work shall be itemized to indicate parts and labor.

RESPONSE TIME:

A maximum of four (4) hours after vendor has received notification from the Park System for needed repairs.

RECEIPTS:

Receipts for each job performed must list the park name and building, and shall be signed by a Park System employee at the time job is completed. Receipts for each job must also indicate the time that the contractor begins the job and the time the contractor completes the job. The initial half-hour rate shall be charged on any service call. The rate for each additional hour shall be charged in five-minute increments.

MINIMUM CHARGES:

Minimum charges, if any, are to be indicated on proposal page.

BID PRICE PER FACILITY

Bidders are expected to examine the HVAC systems at each of the facilities listed below in order to understand the complete scope of servicing required. Bidders should call the Superintendent of Parks, 732-842-4000, ext. 4220, to make an appointment to survey the HVAC systems.

Charleston Springs Golf Center – Building #2514 (Area 437)
101 Woodville Road (Route 527)
Freehold, NJ

- Florida Heat Pump Manufacturing heat pumps model EM210
- Honeywell Excel 10 W7750C Controller
- Carrier AHU
- Bell & Gosset glycol pumps

Manasquan Reservoir Environmental Center – Building #2308 (Area 425)
331 Georgia Tavern Road
Howell, NJ

- Florida Heat Pump Manufacturing heat pump model GT096
- Florida Heat Pump Manufacturing console heat pumps
- Carrier heating and cooling units
- Bell & Gossett glycol pumps

Fort Monmouth Recreation Center – Building #3801 (Area 453)
2566 Guam Lane
Tinton Falls, NJ

- The Trane Company chiller model#CGAFC50EAMA10000E0000000000W09
- York air-cooled air conditioner and central station AHU
- Carrier AHU
- Reznor gas-fired indoor duct furnaces & unit heaters
- Boiler
- Johnson Controls, Metasys automated building control

Thompson Park Visitor Center – Building #501 (Area 411)
805 Newman Springs Road
Lincroft, NJ

- York chiller model#YCWL0064SE17XAASDTX
- Marley cooling tower model #MCW901136HRA1
- Paterson-Kelley boiler
- York – AHU model#XTI-048X084-JJJH017A
- Bell & Gossett pumps
- Johnson controls, Metasys automated building control

BIDDER'S CHECKLIST

BID #: 0023-23

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

<u> X </u>	Proposal (Original)	_____
<u> X </u>	Statement of Ownership	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Acknowledgement of Addenda or Revisions (if any)	_____

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR
TO AWARD OF CONTRACT**

<u> X </u>	Copy of NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Disclosure of Energy Sector Investment Activities in Iran	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND
RETURNED WITH ALL DOCUMENTS**

SUBMITTED BY: _____
(Company Name)

PROPOSAL

**FURNISHING AND DELIVERING HEATING AND AIR CONDITIONING
MAINTENANCE AND REPAIR PARTS AND SERVICE AND INSTALLATION TO THE
MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT,
NEW JERSEY, 07738**

The undersigned hereby declares that he has carefully examined the advertisement, specifications, and form of contract for furnishing the specified items, and will execute the contract according to the specifications, terms, and conditions with respect to the following:

(Note: Unit prices quoted shall not include work in crawl spaces and ceiling spaces, where applicable. No charges or surcharges shall be assessed for such work.)

HEATING:

ITEM #1: Oil-fired units, start-up and cleaning service – per unit: \$ _____

ITEM #2: Natural gas units, start-up and cleaning service – per unit: \$ _____

ITEM #3: Electric units, start-up and cleaning service – per unit: \$ _____

ITEM #4: Normal Service Call -- First Half-Hour Rate: \$ _____

ITEM #5: Normal Service Call -- Hourly Rate (charged in half-hour increments): \$ _____

ITEM #6: Emergency Service Call – Hourly Rate: \$ _____

Hours which emergency service rate is in effect are Mondays through Fridays,
5:00 p.m. – 8:00 a.m.; and Saturdays, Sundays, and Holidays (as specified)

AIR CONDITIONING:

ITEM #7: Air conditioning annual start-up and cleaning service – per unit: \$ _____

ITEM #8: Normal Service Call -- First Half-Hour Rate: \$ _____

ITEM #9: Normal Service Call -- Hourly Rate (charged in half-hour increments): \$ _____

ITEM #10: Emergency Service Call – Hourly Rate: \$ _____

Hours which emergency service rate is in effect are Mondays through Fridays,
5:00 p.m. – 8:00 a.m.; and Saturdays, Sundays, and Holidays (as specified)

PERCENT DISCOUNT ON PARTS:

ITEM #11: Parts (Heating/Air Conditioning)

Percentage discount from the Manufacturer's List _____%

Estimated cost of parts: \$ _____

CONSULTATION SERVICES:

ITEM #12: Consultation Services – Hourly Rate: \$ _____

BID PRICE PER FACILITY:

ITEM #13: Charleston Springs Golf Center \$ _____
Annual heating start-up preventative maintenance

ITEM #14: Charleston Springs Golf Center \$ _____
Annual air conditioning start-up preventative maintenance

ITEM #15: Manasquan Reservoir Environmental Center \$ _____
Annual heating start-up preventative maintenance

ITEM #16: Manasquan Reservoir Environmental Center \$ _____
Annual air conditioning start-up preventative maintenance

ITEM #17: Fort Monmouth Recreation Center \$ _____
Annual heating start-up preventative maintenance

ITEM #18: Fort Monmouth Recreation Center \$ _____
Annual air conditioning April start-up preventative maintenance

ITEM #19: Fort Monmouth Recreation Center \$ _____
Three (3) monthly (May, June, July) operational inspections

ITEM #20: Fort Monmouth Recreation Center \$ _____
Annual October air conditioning shut-down preventative maintenance

ITEM #21: Thompson Park Visitor Center \$ _____
Annual heating start-up preventative maintenance

ITEM #22: Thompson Park Visitor Center \$ _____
Annual April air conditioning start-up preventative maintenance

ITEM #23: Thompson Park Visitor Center \$ _____
Three (3) monthly (May, June, July) operational inspections

ITEM #24: Thompson Park Visitor Center \$ _____
Annual October air conditioning shut-down preventative maintenance

TOTAL LUMP SUM BID: \$ _____
(Total of all Items divided by 24)

PLEASE CHECK ONE:

1. Prices quoted are delivered prices (freight/postage included):
2. Freight/Postage to be added: _____

PLEASE NOTE: N.J. TAX EXEMPTION NO.#69-0220842

VARIANCE (if any): _____

The undersigned is - a partnership under the laws of the State of _____
(circle one) - a corporation
- an individual

CONTRACTOR NAME: _____

CONTACT PERSON: _____

SIGNATURE: _____

ADDRESS: _____

BUSINESS PHONE: _____ FAX NO.: _____

CELL PHONE NO.: _____ DATE: _____

E-MAIL ADDRESS: _____

FEDERAL TAX ID# OR SOCIAL SECURITY# _____

CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please List _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

OR

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____) ss:

COUNTY OF _____)

Re: Furnishing and Delivery of Heating and Air Conditioning Maintenance, Repair Parts, Services and Installations (BID #0023-23)

I, _____ (name)

of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

of _____ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the 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 the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the project.

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

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____

Vendor Name: _____

PS/Bid #: _____

Signature: _____

Name (Please Print): _____

Title: _____

Date: _____

Monmouth County Park System, County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: Bid #0023-23 **Bidder / Respondent:** _____

Project Description: Furnishing and Delivery of Heating and Air Conditioning Maintenance, Repair Parts, Services and Installations

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries, or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE

N.J.S.A. 10:2-1

CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

EXHIBIT B

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 et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affectional 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, 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, 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, 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
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at 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.*

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____

PRINT NAME: _____ **TITLE:** _____

DATE: _____

REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____