

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

**FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING  
MAINTENANCE AND REPAIR PARTS AND SERVICE**

**BID NO: #0013-14**  
**ADVERTISED: WEDNESDAY, DECEMBER 11, 2013**  
**BIDS DUE: FRIDAY, JANUARY 3, 2014 at 10:00 AM**

**TO APPEAR IN PAPER: WEDNESDAY, DECEMBER 11, 2013**

**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 **FRIDAY, JANUARY 3, 2014** and then publicly read aloud for the following:

- 1. FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE (BID #0013-14)**
- 2. SUPPLYING MATERIALS AND LABOR FOR REPAIRS TO THE DAVID C. SHAW ARBORETUM FENCE AND GATES (BID #0014-14)**

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](http://www.monmouthcountyparks.com); "**Doing Business with Us**;" "**Request for Bids**" or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. 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 sealed envelopes 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 must be delivered at the place and before the hour mentioned above.

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), "The Public Works Contractor Registration Act" (P.L.1999, s.238, as amended by P.L.2003, c.91), 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, 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.

Edward J. Loud, Chairman  
James J. Truncer, Secretary-Director  
Stephanie Weise, 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  
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an 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 sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

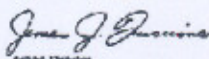
Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are not proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

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

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

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 303 TRENTON, N.J. 08646-0303</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 <small>James J. Dennis Acting Director New Jersey Division of Revenue</small>
<small>FORM-BRC(09-01)</small>		<small>This Certificate is NOT Assailable or Inalienable. It may be countermanded by order of a court of competent jurisdiction.</small>

17. Any proposal not meeting the requirements set forth herein may be rejected.

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

## GENERAL SPECIFICATIONS

### INTENT:

It is the intent of this specification to describe and govern the **FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE (BID #0013-14)** 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.

**SAMPLE ONLY - PAGE #1**

**CONTRACT**

This AGREEMENT, made and entered into this     day of A. D. Two Thousand and -     and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

**SAMPLE ONLY - PAGE #2**

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with it's corporate seal hereto affixed, on *this* day and year first above written. The party of the second part Is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF  
RECREATION COMMISSIONERS

BY: \_\_\_\_\_  
Edward J. Loud, Chairman

BY: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
James J. Truncer  
Secretary-Director

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS FOR FURNISHING AND DELIVERY OF HEATING AND AIR CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE 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, 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<sup>®</sup>) 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 FOR CONSTRUCTION:**

The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD<sup>®</sup>) 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 FOR GOODS AND SERVICES:**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an 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 sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration

information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

#### **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS FOR CONSTRUCTION:**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the bidder and any designated subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an 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 sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of Business Registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

### **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 #CGAFC50EAMA10000E000000000W09 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 – Metasys
  - 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 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 #8 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:**

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 **from date of award through 31 December 2014**. 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 (1) additional one (1) year period (2015). In the event the Park System exercises such right, all terms, conditions, and provisions of the contract shall remain the shall 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 \$150,000.00, 30% is \$45,000.00:

$$\begin{array}{r}
 \$150,000.00 \\
 \times \quad .30 \\
 \hline
 \$45,000.00
 \end{array}$$

If the bidder offers a 10% discount on parts, that amount is 4,500.00:

$$\begin{array}{r}
 \$45,000.00 \\
 \times \quad .10 \\
 \hline
 \$4,500.00
 \end{array}$$

This represents an estimated cost for parts of \$40,500.00:

$$\begin{array}{r}
 \$45,000.00 \text{ (30\% of \$150,000.00 contract)} \\
 - \underline{\$4,500.00} \text{ (10\% discount on parts)} \\
 \$40,500.00 \text{ (entered on p. 19, Item \#7, "Estimated cost of parts")}
 \end{array}$$

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

**ESTIMATED AMOUNT OF CONTRACT:**

\$150,000.00. The Park System will only pay for services provided.

**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 start up of all units shall be completed by 30 September 2014 (2015).

**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 #7 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 Dave Compton, 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:

Shall be performed annually on approximately 30 units before the start of the cooling 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 start up of all units shall be completed by 15 June 2014 (2015).

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. Start up 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 #7 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 all 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*** – Bulding #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

# NOTICE

## **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L.1999, s.238, as amended by P.L.2003,c.91)**

**Revision to Existing Law effective August 17, 2003:**

### **34:11-56.51 Registration required for contractors, subcontractors.**

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

### **34:11.56.55 Submission of all subcontractor registration certificates by contractor.**

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

L.1999,c.238,s.8; amended 2003,c.91., s4.

**Registration now pertains to ALL "PUBLIC WORKS" not just buildings with public access.**

**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.**

**BIDDER'S CHECKLIST**

**BID #: 0013-14**

(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> | Qualifications/Certifications                           | _____ |
| <u>  X  </u> | References/List of previous and/or active relevant work | _____ |

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

- |              |   |       |
|--------------|---|-------|
| <u>  X  </u> | Copy of the N.J. Business Registration Certificate for the bidder and any designated subcontractors | _____ |
| <u>  X  </u> | EEO/Affirmative Action Compliance Notice  | _____ |

**THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT OFFICIAL COMPANY NAME: \_\_\_\_\_

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**

**FOR FURNISHING AND DELIVERY OF HEATING AND AIR  
CONDITIONING MAINTENANCE AND REPAIR PARTS AND SERVICE 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: \$ \_\_\_\_\_

Variance: \_\_\_\_\_

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

Variance: \_\_\_\_\_

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

Variance: \_\_\_\_\_

**ITEM #4:** Normal Service Call – First Half-Hour Rate: \$ \_\_\_\_\_

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

Variance: \_\_\_\_\_

**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)

Variance: \_\_\_\_\_

**AIR CONDITIONING:**

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

Variance: \_\_\_\_\_

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

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

Variance: \_\_\_\_\_

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)

Variance: \_\_\_\_\_

**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: \$ \_\_\_\_\_

Variance: \_\_\_\_\_

**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

The undersigned is a partnership under the laws of the State. of  
a corporation  
an individual  
having principle offices at: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL ID NO. OR SOCIAL SECURITY NO. \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX# \_\_\_\_\_

800# \_\_\_\_\_

DATED: \_\_\_\_\_

## 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

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

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

Stockholders:

Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:
<hr/>	
Name:	Name:
Home Address:	Home Address:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_ ss:

I, \_\_\_\_\_ of the City of

in the County of \_\_\_\_\_ and the State of

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

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

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

Subscribed and sworn to \_\_\_\_\_

(Also type or print name of affiant under signature)

before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public of My commission expires \_\_\_\_\_, 20\_\_\_\_

OFFICIAL SEAL OR STAMP REQUIRED.

## EXHIBIT A

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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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**.

- f. 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.
- g. 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.
- h. 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.
- i. 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**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](http://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:** \_\_\_\_\_