

Joseph H. Vicari, Freeholder Director Gary Quinn, Deputy Freeholder Director Virginia E. Haines, Freeholder John P. Kelly, Freeholder Gerry P. Little, Freeholder

Michael J. Fiure, Director, Management & Budget Jennifer L. Bowens, Purchasing Agent

# COUNTY OF OCEAN ADMINISTRATION BUILDING 101 HOOPER AVENUE TOMS RIVER, NEW JERSEY 08753

# **BID**

# **SPECIFICATIONS**

# **FOR**

# CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE

# 2020

Bid Category: <u>Public Works, Park Equipment, and Construction</u>
<u>Services - 22</u>

# **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, on **Tuesday, APRIL 7, 2020** at 11:00 A.M., prevailing time.

Specifications and form of proposal are on the <u>WEBSITE</u> or on file in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey and may be obtained upon request. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

\*Bid Portal Site – http://www.co.ocean.nj.us/ocbidportal.nsf

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Chosen Freeholders of the County of Ocean.

Signed: **JOSEPH H. VICARI** 

Freeholder Director

JENNIFER L. BOWENS

**Purchasing Agent** 

# **INSTRUCTIONS TO BIDDERS**

- 1. All Bids:
  - WILL BE OPENED PUBLICLY IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.
  - <u>MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING.</u>
  - WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE PURCHASING AGENT IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, AT THE TIME THE BIDS ARE CALLED FOR.
  - WHICH ARE TO BE MAILED, MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE ON WHICH THEY ARE TO BE OPENED, AND SHALL BE MAILED TO THE:

# CLERK OF THE BOARD OF FREEHOLDERS 101 HOOPER AVENUE - ROOM 328 P.O. BOX 2191 TOMS RIVER, NJ 08754-2191

- THE COUNTY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.
- 2. Bidders shall complete and sign all documents included with the bid package. Failure to do so <u>may be</u> cause for rejection. *Electronic/Stamp Signatures will not be accepted.* Each bid <u>MUST</u> be signed in ink or ballpoint pen by person authorized to do so; photocopies will not be accepted.

Documents may include, but are not limited to:

- Non Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)
- Disclosure of Investment Activities in Iran (Mandatory Document)
- Acknowledgment of Receipt of Addenda or Revisions (If Issued, Mandatory Document)
- Price Schedule (Mandatory Document)
- Any other documents that may be required in the specifications
- 3. The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.
- 4. In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

- 5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device 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 County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.
- 6. The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

# Worker's Compensation

- 1. Limits according to Worker's compensation Laws of the State of New Jersey.
- 2. Contractor's Liability not less than \$100,000.

# Comprehensive General Liability

- 1. Bodily Injury \$500,000 per person; \$1,000,000 per occurrence.
- 2. Property Damage \$1,000,000 per occurrence.

# Comprehensive General Liability shall include the following:

- 1. Coverage for explosion, collapse or underground hazards.
- 2. Occurrence basis coverage.
- 3. Broad form property damage coverage.
- 4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

# Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of sub-contractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County when requested.

- 7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
- 8. NO BID SECURITY
- 9. NO PERFORMANCE BOND
- 10. Bidders must use the proposal form furnished by the County when submitting their bid.
- 11. A copy of bidder's New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.
- 12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
- 13. Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. The County will not pay interest or late fees regardless of language provided.
- 14. Contract will be awarded on a lump sum basis.
- 15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
- 16. Award will be made by Ocean County Board of Chosen Freeholders within sixty (60) days after receipt of bids.
- 17. <u>Prevailing Wage & Labor Laws</u>. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at http://lwd.dol.state.nj.us/labor/forms\_pdfs/lsse/ocean.pdf.
- 18. <u>Equal or Tie Bids</u>. The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.
- 19. The County of Ocean is exempt from any State sales tax or Federal excise tax.
- 20. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

- 21. Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.
- 22. The contract shall be in effect for one (1) year from date of award or until delivery is complete unless otherwise stated. The County reserves the option to renew the contract for one (1) additional year, by mutual agreement, at the same prices. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.
- 23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
- 24. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.
- 25. All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.
- 26. <u>Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.</u> The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.
  - All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
  - Any non-listed contractor must be registered with the Department of Labor and Workforce Development
    prior to physically starting work. It is the responsibility of the General Contractor to insure that all nonlisted sub-contractors comply.
  - Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.
- 27. This agreement shall not be assigned without the written consent of the County of Ocean.
- 28. <u>NJ ONE CALL</u>. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.
  - The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.
- 29. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

# 30. New Jersey Business Registration Requirements.

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (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.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Please see samples of acceptable Business Registration Certificates on page 7 of specifications.

31. The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

# The IDENTIFIER for this system is: **CK-02-OC**

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

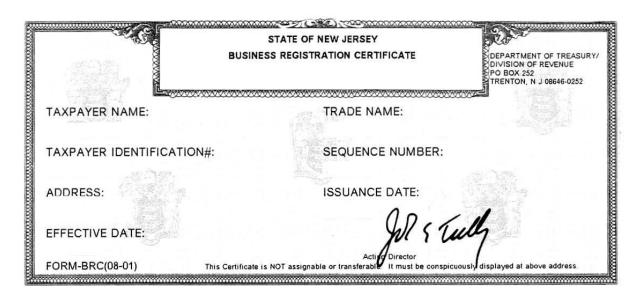
Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Chosen Freeholders. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check ( $\sqrt{\ }$ ) the YES or NO box in the Proposal Page to indicate whether or not you will extend contract prices to all contracting units.

If neither box is checked, it will be understood that you will **NOT** extend prices.

- 32. Pay to Play Requirements. Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at <a href="https://www.elec.state.nj.us">www.elec.state.nj.us</a>.
- 33. <u>Statement of Ownership.</u> The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.
- 34. Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.
- 35. For further information regarding the specifications contact: Joseph J. Meyers, Superintendent, Buildings and Grounds, at (732) 929-2039.



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

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE

TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

# NON - COLLUSION AFFIDAVIT

STATE OF NEW JERSEY	<i>'</i> :
: ss	
COUNTY OF	:
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	of of, of full age, being duly sworn depose and say that:
I am	of the firm of
	the bidder
full authority so to do; that separticipated in any collusion bidding in connection with the Proposal and in this affidavit County of Ocean relies upon statements contained in this separate contained in this se	above-named Project, and that I executed the said Proposal with aid bidder has not, directly or indirectly, entered into any agreement, or otherwise taken any action in restraint of free, competitive he above-named Project; and that all statements contained in said t are true and correct, and made with full knowledge that the the truth of the statements contained in said Proposal and in the affidavit in awarding the contract for the said Project.  no person or selling agency has been employed or retained to
solicit or secure such contrac percentage, brokerage or con	et upon an agreement or understanding for a commission, ntingent fee, except bona fide employees or bona fide established
commercial or selling agencia	ies maintained by
(N.J.S.A. 52:34-15).	(Name of Contractor)
	(Also type or print name of affiant under signature)
Subscribed and sworn to	
before me this	<del></del>
day of, 20_	·
Notary Public of	
My commission expires	

(REVISED 4/10)

#### **EXHIBIT A**

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

# GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, 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 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)

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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

# **AFFIRMATIVE ACTION QUESTIONNAIRE**

# **NOTICE TO ALL CONTRACTORS**

# AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)

A.	<u>ACTIV</u>	ACTIVITY OF YOUR COMPANY- Indicate below:		
			ocurement and/or Service Company of dessional Consultant	
		☐ Oth	ner	
	All Co	ntractors	, except Government Agencies, are required to comply with the above law.	
B. <u>TO ALL CONTRACTORS:</u>			TRACTORS:	
	1.	1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:		
		(a)	An existing federally approved or sanctioned affirmative action program.	
		(b)	A New Jersey Certificate of Employee Information Report Approval.	
		(c)	If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.	
C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:			BELOW MUST BE ANSWERED BY ALL CONTRACTORS:	
	1. Do you have a Federally approved or sanctioned Affirmative Action Program?			
Yes No				
		(a)	If yes, please submit a photocopy of such approval.	
	2.	Do you	have a State of New Jersey "Certificate of Employee Information Report" approval?	
			Yes No	
		(a)	If yes, please submit a photocopy of such certificate.	
			ctor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.	
			COMPANY:	
			SIGNATURE:	
			TITI F.	

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

# AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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. 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 In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

# **SIGNATURE PAGE**

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

#### I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership	
The undersigned is a Corporation under the law Individual	of the State
of	having principal offices
at	·
	NAME OF COMPANY, CORPORATION OR INDIVIDUAL - PLEASE PRINT -
SIGNED BY:	
	PRINT NAME AND OFFICIAL TITLE
ADDRESS:	
	INCLUDE ZIP CODE
TELEPHONE:_	
E-MAIL ADDRE	ESS
FEDERAL IDENTIFICATION	N NO.

# STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization:		
Organization Address:		
PART I - Check the box that represents the type of business organization:  Sole Proprietorship (skip Parts II and III, execute certification in Part IV)		
□ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)		
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)		
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)		
Other (be specific):		
PART II		
The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)		
OR		
No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. ( <b>SKIP TO PART IV</b> )		
(Please attach additional sheets if more space is needed):		
Name of Individual or Business Entity Address		

# <u>PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II</u>

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

#### **PART IV** Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Title:
Signature:	Date:

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

# PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE BID NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEAS	SE CHECK THE APPROPRIATE BOX:		
	I certify, pursuant to Public Law 2012, c. 25, that neith affiliates is <u>listed</u> on the N.J. Department of the Treasury's to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify the	her the bidder listed below nor any of the bidder's parents, subsidiaries, or a list of entities determined to be engaged in prohibited activities in Iran pursuant at I am the person listed below, or I am an officer or representative of the entity in its behalf. I will skip Part 2 and sign and complete the Certification below.	
	<u>OR</u>		
	Department's Chapter 25 list. I will provide a detailed	nd/or one or more of its parents, subsidiaries, or affiliates is listed on the l, accurate and precise description of the activities in Part 2 below and sign such will result in the proposal being rendered as non-responsive and appropriate ed by law.	
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.  PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.			
Name		Relationship to Bidder	
Descri	iption of Activities		
Durati	on of Engagement An	ticipated Cessation Date	
Bidde	r Contact Name	Contact Phone Number	
my know acknowl from the of inforr certificat agreeme unenforc	wledge are true and complete. I attest that I am authorized t edge that the County of Ocean is relying on the information of date of this certification through the completion of any contration contained herein. I acknowledge that I am aware th tion, and if I do so, I recognize that I am subject to criminal int(s) with the County of Ocean and that the County at its	and state that the foregoing information and any attachments thereto to the best of the execute this certification on behalf of the above-referenced person or entity. I contained herein and thereby acknowledge that I am under a continuing obligation acts with the County to notify the County in writing of any changes to the answers at it is a criminal offense to make a false statement or misrepresentation in this prosecution under the law and that it will also constitute a material breach of my soption may declare any contract(s) resulting from this certification void and	
		Signature:	

Date:

Title:

# **BID DOCUMENT CHECKLIST**

# Bid Title: CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE

<b>A.</b>	FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF BID.	<u>Items Submitted</u> ( <u>Bidder's Initials</u> )
X X X X	Statement of Ownership (N.J.S.A. 52:25-24.2) Acknowledgment of receipt of addenda or revisions (if issued) Disclosure of Investment Activities in Iran Price Schedule	
В.	FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.	
X X X X X	B.A.C. and Carrier Corp. Certification of Available Equipment Compliance Responses Contractor's Data Sheet Descriptive Literature and Technical Specifications Product Samples References Other:	
C. <u>X</u> X	Copy of Bidder's New Jersey Business Registration Certificate Copy of Bidder's Public Works Contractor Registration Certificate	
D.	THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.	
	PRINT NAME OF BIDDER:	_
	SIGNED BY:	_
	PRINT NAME AND <u>TITLE</u> :	
	DATE:	

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

# ADDENDUM ACKNOWLEDGMENT

# **COUNTY OF OCEAN**

ADDENDUM NO:	-
ADDENDUM NO:	_
ADDENDUM NO:	_
<u>ACKNOWLEDGMENT</u>	
PROJECT ENTITLED:	
Acknowledgment is hereby made of the receipt of Addendum Noinformation for the above referenced project.	containing
BIDDER:	
BY:	
SIGNATURE:	
TITLE:	
DATE:	

NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.

# **CONTRACTOR'S DATA SHEET**

As evidence of the bidder's qualifications, he shall complete and submit with this bid proposal, the "Contractor's Data" Sheet information.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been j	erforming these services:
The number of personnel that will be ava	lable to work in this contract:
Name(s) of supervisor(s) to be assigned t these individuals have been employed by	work on this contract. Please include the length of time your firm.
Name:	Name:
Email:	Email:
Years Employed by Firm:	Years Employed by Firm:
Locations of bidder's facility where bidde	r's equipment may be inspected:
Name:	
Address:	
Name(s) and phone number(s) of manage	ment personnel to be contacted if problems or emergencies occur:
Name:	
Phone Number:	
Email:	
Name:	
Phone Number:	
Email:	
Name of Insurance Company:	
Name of Insurance Representative:	

# **CONTRACTOR'S CLIENT LIST**

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the County may contact for reference.

CURRENT CLIENTS	LENGTH OF CONTRACT	NAME & PHONE # TO CONTACT
	BIDDER	
	DATE	

# CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE

# **INTENT**

The purpose of this bid package is to provide the County of Ocean with a preventative maintenance and service centrifugal and absorption chillers, cooling towers, water pumps, water pumps and all associated component systems and parts thereof, including electrical supply and associated controls as described herein.

#### NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

# **OWNERSHIP DISCLOSURE**

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.P.L. 1977, Chapter 33.

# **SITE INSPECTION**

It shall be the responsibility of the bidder to make a thorough examination of the equipment described within the buildings listed prior to the submission of his bid.

If the bidder wishes to make a tour of any facilities, he should contact the Buildings & Grounds Department at (732) 929-2039. No special considerations will be given after the bids are opened because of the bidder's failed knowledge of existing conditions at the various sites.

# **BID REVIEW**

Bids may be reviewed once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the openings for any interested party that may wish to review them.

# **EVALUATION**

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified

#### **AVAILABILITY OF FUNDS**

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

# **MODIFICATIONS & WITHDRAWALS**

Telegraphic or Electronic bids will not be considered. Bids may be withdrawn based on written request received from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request shall be signed by the bidder or proper corporate officers.

# **QUALITY**

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

# **WARRANTY**

Equipment shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County, including all labor, parts, travel time and freight. Manufacturer's warranty shall apply if greater.

# **COORDINATION**

Contractor may utilize the expertise of subcontractors to supplement their contract. The contractor shall provide supervision of his subcontractors' activities at no additional cost to the County. Subcontractors shall meet all the requirements of these specifications.

The contractor shall be required to work in areas where there will be other contractors and in-house staff. The County Buildings & Grounds departmental contact will schedule working hours for all participants and may require them to attend job meetings.

All work shall be performed so that any interruption of the normal operations shall be minimized.

The contractor shall provide cellular telephone numbers for managers, supervisors and technicians as requested by the appropriate Department head.

# **TRANSITIONAL PERIOD**

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

# **USE OF THE SITE**

The contractor shall confine his operations to those areas designated by Buildings & Grounds departmental contact. Contractor shall, at all times, keep the premises free from accumulation of waste materials or other debris caused by his operations. At the conclusion of the work, contractor shall remove all waste materials, tools and equipment from the site.

# **ACCESS TO COUNTY LOCATIONS**

Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County building.

All personnel or agents of the contractor must observe all rules and regulations in effect at the buildings.

Employees or agents of the contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees or agents of the County.

Contractor must have personnel capable of passing security screening by the County Department of Corrections. Specifically, screening shall be through the National Crime Information Center and State Crime Information Center. Additionally, the County Department of Corrections performs State and municipal criminal and motor vehicle background checks and requires a copy of photo ID/photo license and social security card/employer proof of tax withholding. Such security requirements pertain to all jail and detention facilities.

# **EXPERIENCE**

Contractor shall have a minimum of five (5) years' experience working on similar scope and size projects. Submit with the bid, contractor's data sheet listing at least three (3) recent projects applicable to this application.

# **DEFINITIONS**

For the purpose of this contract, the terms "journeyman" and "mechanic" shall be used interchangeably and the terms "helper" and "apprentice" shall be used interchangeably and shall solely refer to worker qualifications and not preference of union or non-union trades.

# **INVENTORY**

Contractor shall maintain an adequate inventory of commonly used replacement parts, equipment, and service tools within the contractor's warehouse, or service vans, in order to ensure emergency repairs can be made to County equipment with minimum shut down time.

# **RESPONSE TIME**

Contractor shall have the ability to respond to Emergency service calls with a two (2) hour on-site response time. Specifically, contractor shall respond with a call back within one (1) hour and be on site within one (1) additional hour. Three (3) documented failures to comply may be considered cause for termination of contract.

Response time for emergency repairs shall not exceed three (3) hours total on Saturday, Sunday and holidays.

Emergency service calls shall be defined as unit failures that cannot await regular scheduling.

Contractor shall respond to regular service calls by scheduling work to occur during regular work hours and within 48 hours of receipt of County purchase order number.

Emergency service during overtime hours that require major repairs or parts not normally carried by the responding mechanic will be scheduled for completion the following day.

# **RESPONSE TIME (Cont'd)**

Responding to after-hours emergency service calls, the contractor will affect any temporary repairs required, leaving the equipment in safe operating condition. Should emergency repairs not be able to be completed by the close of business, the contractor is to notify the Buildings & Grounds Department or the department contact to advise of the outstanding condition, required action and to negotiate repair on the next possible business day.

# **DEFINITION OF REGULAR AND OVERTIME HOURS**

Regular business hours are defined as any hours worked between 8:00 AM and 4:30 PM, Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular Business" work hours; which may include holidays.

# **QUOTES**

The terms "quote", "proposal", and "estimate" shall be used interchangeably. The County will not pay for quotes. The County will not pay fixed fees and will pay only for the actual number of hours authorized and worked.

Quotes for any work shall include a cost breakdown and must include the following at applicable contract rates: labor rate, quantity of hours, materials list, wholesale cost and mark up.

# TIME AND MATERIAL WORK

The County reserves the right to delete or add additional units as needed, at contract bid prices.

Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above.

All invoices are required to include a separate purchase order number, which can be obtained by calling Buildings & Grounds at (732) 929-2039.

#### **REPAIRS**

During routine maintenance, if repairs are identified, departmental approval is required before any repairs are made. Contact the Buildings and Grounds Department at (732) 929-2039 to obtain verbal authorization and a purchase order number. Purchase order number must be included on the invoice

If the estimated costs of repairs identified outside of normal business hours is in excess of \$2,000.00, the Buildings & Grounds Departmental shall be notified immediately by telephone for authorization and approval.

# **HOURLY LABOR RATE**

Labor hours are shown on the proposal page for bid purposes only. We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County anticipates. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

# **HOURLY LABOR RATE (Cont'd)**

The labor charge should include all travel time. No additional travel time will be honored. Contractor travel costs must be incorporated in the bid proposal price. Hourly labor rates begin with Contractor's arrival at the site and end when the Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

The labor charge should be all inclusive of overhead, profit, shift increases and include shipping fees.

# **MATERIALS**

Parts / Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County.

The County will only pay for materials that have been authorized and used. The County does not pay for shipping charges from contractor's vendors nor for drop shipments from contractor's vendor to the County.

Only Original Equipment Manufacturers (OEM) parts shall be used, unless otherwise approved in advance of order and installation.

#### **INVOICING**

An invoice will be generated after each service has been performed. Invoices for service and associated materials shall be billed at the applicable contract rates of which shall not be exceeded.

Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials.

All invoices must be separated by building and class of service and reference the work order number and each invoice shall reference the corresponding bid item number for each separate line item amount billed.

Each invoice shall have attached a final service report referencing all service activity per work order with dates and times (in/put) of work, total hours worked and type of work performed.

#### **SERVICE REPORTS**

Daily Service Work Tickets shall be delivered or submitted by the close of each business day.

Service tickets must include In & Out times of all personnel working on-site daily. Include description of work performed, work still to be completed, parts to be ordered and other pertinent information.

A final service report, including all service activity performed over the duration of the task, shall be attached to the appropriate invoice.

#### **SAFETY DATA SHEETS**

Contractor shall supply SDS for all products to be used on site prior to start of work and in sufficient time to allow notice to be posted at buildings.

#### **FAULTY MATERIALS**

The contractor shall take full responsibility for all faulty materials and shall remedy all defects, and pay any damage resulting from such materials for the minimum period of one (1) year. The County shall give notice of observed defects with reasonable promptness.

# **EXCESSIVE EQUIPMENT MALFUNCTIONS**

In the event that the systems maintained under this contract malfunction more than one (1) time per week for a period of two (2) consecutive weeks or greater, the County shall issue written notice to the contractor to resolve all malfunctions within ten (10) days. Should the contractor not resolve the malfunctions in the given time period, notwithstanding equipment long lead times, the County may obtain the services of another contractor or entity to resolve the malfunctions. If so, the contractor shall be responsible for such additional fees and the County may either be reimbursed by the contractor, or withhold said fees from the next monthly invoice, or by measures so authorized by the County.

# **PERMITS**

The contractor shall be responsible to secure the construction permit for every project before commencement of work. Original construction permits and placards shall be provided to Buildings & Grounds departmental contact. The contractor shall call for all required inspections and apply for either "Certificate of Occupancy" or "Certificate of Approval".

# **EQUIPMENT LOCATIONS**

This contract will cover the equipment indicated:

**Bldg.** #19 Justice Complex, 120 Hooper Avenue, Toms River

- (1) Carrier 23XRV Rotary Screw Water Centrifugal Chiller
- (1) Carrier 16LJ Absorption Chiller
- (1) Evapco AT112-2K18 Cooling Tower

Bldg. #20 Court House East Wing (rear), 118 Washington Street, Toms River

- (1) Daikin Applied WWVMNNS Navigator Water Cooled Screw Centrifugal Chiller
- (1) B.A.C. 33235 Cooling Tower

#### REQUIREMENTS

Contractor mechanics shall be trained on all above listed manufacturers' equipment. Provide evidence of such training with bid.

Contractor shall perform all maintenance and seasonal work as required by each manufacturer's most current maintenance instructions. At minimum, services shall consist of Pre-season start up, preventive maintenance, shut down service, off season tower cleaning,

# **COORDINATION**

All services and maintenance activities shall be scheduled in advance with the Buildings & Grounds Department at (732) 929-2039.

#### REPAIRS/REPLACEMENT IN EXCESS OF MAINTENANCE AND SERVICE

Any repairs identified during Start Up, Monthly (In Season) or Shut Down Services shall be billed against Labor and Material pricing line items. For example- oil changes. All repair work requires prior authorization from the Buildings and Grounds Department.

#### **SCOPE OF MAINTENANCE AND SERVICE:**

Perform the following at minimum and <u>any work listed in manufacturer's guidelines as required by manufacturer</u> for proper operations.

# START UP SERVICE

The following shall be perform during the month of March and be completed by April 1st for push button turn on. Parts above and beyond those included in normal maintenance require approval from the Buildings and Grounds Department prior to installation.

# **EVAPCO COOLING TOWER**

# PRIOR TO ENERGIZING-

- Clean Tower Sump
- Power Wash Tower Interior & Exterior
- Flush Cold Water Basin
- Clean Strainer Screen
- Inspect Drift Eliminators
- Adjust Fan Belt Tension If Required
- Turn Fans By Hand To Insure Free Operation
- Lubricate Fan And Motor
- Inspect Distribution Nozzles Clean If Needed
- Inspect Fan Blades & Insure Minimum 1/4" Clearance
- If Stagnant Water Is Present Disinfect To AHSE 12-2000
- Fill Tower To Overflow Connection

#### AFTER UNIT IS ENERGIZED-

- Check Float Operation
- Verify Fan Rotation
- Measure Supplied Voltage
- Adjust Bleed Valve Flow Rate To 3 GPM/100 Tons

# **DAIKIN WWV CHILLER**

- Inspect Thermal Insulation
- Clean And Paint As Required
- Check Controls Sequence
- Check Contactors Replace If Required
- Check Terminals For Tightness
- Clean Control Panel Interior
- Meg Compressor Motor
- Perform Compressor Vibration Test
- Perform Oil Analysis
- Clean And Leak Test Evaporator & Condenser Tubes
- Clean Flow Sensor

# **START UP SERVICE (CONT'D)**

# **CARRIER 16LJ ASBORPTION CHILLER**

- Check Refrigerant Solution
- Check Controls Sequence
- Check For Leaks
- Perform Any Solution Pump Maintenance
- Perform Seasonal Startup As Per Manufacturer

# **CARRIER 23XVR SCREW CHILLER**

- Tighten Electrical Connections
- Check Sensor Calibration
- Change Motor Cooling Line Filter Drier
- Send Out Oil Sample For Testing
- Leak Test
- Vibration Analysis
- Meg Test Motor
- Inspect Relief Valves
- Change VFD Refrigerant Strainer

# **B.A.C. COOLING TOWER**

- Inspect General Condition
- Power Wash Tower Interior & Exterior
- Inspect Hot And Cold Water Basins
- Flush Distribution System
- Inspect Spray Nozzles
- Drain Basin And Piping
- Inspect Air Intakes And Shields
- Check And Adjust Atwater Levels
- Check Operation Of Make Up Valve
- Check And Adjust Bleed Rate
- Inspect Unit Finish
- Adjust Belt Tension
- Lubricate Shaft Bearing
- Lubricate Motor Adjustment Screws
- Check Motor Voltage And Current
- Check Fan Motor Exterior
- Check Fan For Proper Rotation
- Check Fan Condition
- Verify Fan Guard Is Properly Installed
- Check And Recoat Steel Shafts
- Check Vibration Switch

#### **MONTHLY SERVICE (IN SEASON)**

Contractor will perform Preventative Maintenance services <u>monthly</u> April through October. During the last monthly service in October, conduct a complete Thermographic Analysis of chillers and associated electrical equipment <u>under load</u>. Provide report of findings.

# Perform the following at all units:

- Check for unusual noises, odors, vibration, temperature, pressures, visible indication of leaks, etc.
- Review Buildings & Grounds logs of past operation, checking for operational trends.
- Record any deviation from manufacturer standards.
- Report any uncorrected deficiencies noted during monthly service that are outstanding prior to scheduling for the Shutdown Service.

# **EVAPCO COOLING TOWER**

- Check Condition
- Check For Debris In Sump

#### DAIKIN WWV CHILLER

- Pull And Clean Y-Strainers, Check And Remove Debris On Chill Water And Condenser Water Pumps And Piping, Shift Pumps And Line Starters/Controls
- Inspect For Loose Or Damaged Components
- Inspect For Over Heating
- Leak Test
- Confirm Unit Pressure Drops
- Verify Chemical Treatment
- Clean Control Box Fan Filter
- Check Sight Glasses Clear Flow
- Check Oil Sight Glass Level

# **CARRIER 16LJ ASBORPTION CHILLER**

- Purge Pump Maintenance
- Refrigerant Blow Down
- Refrigerant Test

# **CARRIER 23XVR SCREW CHILLER**

• Perform Automated Controls Test

#### **B.A.C. COOLING TOWER**

- Inspect General Condition
- Inspect Air Intakes And Shields
- Check And Adjust Awater Levels
- Check Operation Of Make Up Valve
- Check And Adjust Bleed Rate
- Inspect Hot And Cold Water Basins
- Flush Distribution System

# MONTHLY SERVICE (IN SEASON) (CONT'D)

# **B.A.C. COOLING TOWER** (Cont'd)

- Check Belt Condition
- Adjust Belt Tension
- Lubricate Shaft Bearing
- Lubricate Motor Adjustment Screws
- Check Motor Voltage And Current
- Check Fan Motor Exterior
- Check Fan For Proper Rotation
- Check Fan Condition
- Verify Fan Guard Is Properly Installed

# **SHUT DOWN SERVICE**

Shut Down Service shall be completed for Cooling Towers by November 30. Chillers are to be started December 1<sup>st</sup> and completed by January 31<sup>st</sup>.

During tower shut down at Justice Complex, drain condenser water to below ground level and winterize.

Perform Eddy Current Test on chiller condenser and evaporator tubes.

Furnish inspection report outlining all findings during the Shutdown Service as well as any areas of possible future concern.

# **EVAPCO COOLING TOWER**

- Drain Basin
- Flush And Clean Basin
- Clean Suction Strainers
- Leave Basin Open
- Lubricate Shaft Bearings And Motor Adjustment
- Close And Drain Make Up System
- Energize Motor Space Heaters

# **DAIKIN WWV CHILLER**

- Drain And Lay Up As Per Manufacturer
- Furnish Nitrogen, Oil, Filter, Gaskets
- Pressure Test
- Detailed Inspection Of Purge System And Thorough Cleaning Of Purge Compressor, Purge Oil, Separator, Purge Drum, And Purge Condensing Coil. Change Purge Oil As Required
- Check And Calibrate Safety Controls
- Tighten Motor Terminals, And Control Panel Terminals
- Check System Controls And Interlock Operation
- Clean Oil Strainer; Replace Filter And Gasket Per Manufacturer Recommendation
- Tighten Oil Heater Leads
- Check Operation Of Vane Positioner

# **SHUT DOWN SERVICE** (CONT'D)

# **DAIKIN WWV CHILLER** (Cont'd)

- Change Oil A Per Manufacturer Recommendation
- Remove And Clean Condenser Tubes With Nylon Brushes. Reinstall Using New Gaskets, Fill With Water And Insure There Are No Leaks On Either The Heads Or Associated Piping.
- Any Disturbed Insulation Shall Be Restored To An Original Condition On The Piping Associated With The Shut Down Service

# **CARRIER 16LJ ASBORPTION CHILLER**

- Inspect And Clean Cooler Tubes
- Inspect And Clean Condensor Tubes
- Perform General Cleaning
- Tighten Electrical Connections
- Check Sensor Calibration
- Lay Up As Per Manufacturer
- Furnish Nitrogen, Oil, Filter, Gaskets
- Pressure Test
- Detailed Inspection Of Purge System And Thorough Cleaning Of Purge Compressor, Purge Oil, Separator, Purge Drum, And Purge Condensing Coil. Change Purge Oil As Required
- Check And Calibrate Safety Controls
- Tighten Motor Terminals, And Control Panel Terminals
- Check System Controls And Interlock Operation
- Clean Oil Strainer; Replace Filter And Gasket Per Manufacturer Recommendation
- Tighten Oil Heater Leads
- Check Operation Of Vane Positioner
- Change Oil A Per Manufacturer Recommendation
- Remove And Clean Condenser Tubes With Nylon Brushes. Reinstall Using New Gaskets, Fill With Water And Insure There Are No Leaks On Either The Heads Or Associated Piping.
- Any Disturbed Insulation Shall Be Restored To An Original Condition On The Piping Associated With The Shut Down Service

#### CARRIER 23XVR SCREW CHILLER

- Inspect And Clean Cooler Tubes
- Inspect And Clean Condenser Tubes
- Perform General Cleaning
- Lay Up As Per Manufacturer
- Furnish Nitrogen, Oil, Filter, Gaskets
- Pressure Test
- Detailed Inspection Of Purge System And Thorough Cleaning Of Purge Compressor, Purge Oil, Separator, Purge Drum, And Purge Condensing Coil. Change Purge Oil As Required
- Check And Calibrate Safety Controls
- Tighten Motor Terminals, And Control Panel Terminals
- Check System Controls And Interlock Operation
- Clean Oil Strainer; Replace Filter And Gasket Per Manufacturer Recommendation
- Tighten Oil Heater Leads
- Check Operation Of Vane Positioner

# **SHUT DOWN SERVICE** (CONT'D)

# **CARRIER 23XVR SCREW CHILLER** (Cont'd)

- Change Oil A Per Manufacturer Recommendation
- Remove And Clean Condenser Tubes With Nylon Brushes. Reinstall Using New Gaskets, Fill With Water And Insure There Are No Leaks On Either The Heads Or Associated Piping
- Any Disturbed Insulation Shall Be Restored To An Original Condition On The Piping Associated With The Shut Down Service

# **B.A.C. COOLING TOWER**

- Drain Basin And Piping
- Lubricate Fan Shaft Bearings
- Lubricate Motor Adjustment Screws
- Check And Recoat Steel Shafts

# Proposal for the furnishing and delivery of **CENTRIFUGAL AIR CONDITIONING SYSTEMS MAINTENANCE AND SERVICE** for the County of Ocean.

# VENDOR WILL EXTEND CONTRACT PRICES TO "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS.

( )-YES ( )-NO

# PRICE SCHEDULE

T4 #	Donasis di su	1 Yr. Est.	Unit of	II!4 D	T-4-1 D-2
Item#	Description	Qty.	Meas.	Unit Price	Total Price
	CUP SERVICE				
1a	Evapco Cooling Tower, #19	1	EA	\$	\$
1b	Daikin WWV Chiller, #20	1	EA	\$	\$
1c	Carrier 16LJ Absorption Chiller, #19	1	EA	\$	\$
1d	Carrier 23VR Screw Chiller, #19	1	EA	\$	\$
1e	B.A.C. Cooling Tower, #20	1	EA	\$	\$
MONT	HLY SERVICE				
2a	Evapco Cooling Tower, #19	7	MO	\$	\$
2b	Daikin WWV Chiller, #20	7	MO	\$	\$
2c	Carrier 16LJ Absorption Chiller, #19	7	MO	\$	\$
2d	Carrier 23VR Screw Chiller, #19	7	MO	\$	\$
2e	B.A.C. Cooling Tower, #20	7	MO	\$	\$
SHUT	DOWN SERVICE				
3a	Evapco Cooling Tower, #19	1	EA	\$	\$
3b	Daikin WWV Chiller, #20	1	EA	\$	\$
3c	Carrier 16LJ Absorption Chiller, #19	1	EA	\$	\$
3d	Carrier 23VR Screw Chiller, #19	1	EA	\$	\$
3e	B.A.C. Cooling Tower, #20	1	EA	\$	\$
REPAI	RS/REPLACEMENT IN EXCESS OF MA	INTENANC			<del>. ·</del>
4a	Labor Rate - Mechanic Regular Hours	75	HR	\$	\$
4b	Mechanic Overtime Hours	40	HR	\$	\$
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Est. Unit of **Item # Description Unit Price Total Price** Qty. Meas. REPAIRS/REPLACEMENT IN EXCESS OF MAINTENANCE AND SERVICE (Cont'd) 4c Parts / Material Cost and Mark-Up. For bid purposes assume Parts / Material at \$45,000.00 per year. Calculate percentage of markup charges on Parts / Material by multiplying \$45,000.00 by your standard mark-up (show bid mark-up here) % Example: \$40,000.00 by 11% = \$4,400.00Or \$40,000.00 by .11 = \$4,400.00Show wholesale cost of Parts / Material plus markup % above in the space provided at the right. (\$45,000.00 x \_\_\_\_%)+ \$45,000.00 = 5 Cost of recovery of refrigerant required to perform an emergency repair. (CATASTROPHIC RECOVERY) For bid purposes, assume only one (1) operation. Include all time and material costs. 1 LS TOTAL LUMP SUM (Add Items 1a-5): \$ **Include with bid submission, Proof of Training with:** 1. B.A.C. 2. Carrier 3. Daikin 4. EVAPCO Number of Years in Business: \_\_\_\_\_ Number of Service Vehicles:

1 Yr.