

Note: To receive addenda or modification to this Bid Solicitation, please provide Kent Christner (kchristner@bergenfield.com) with the respondent's name, e-mail, address, phone number and fax number upon receipt of this document.

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY



SPECIFICATIONS

FOR

HEATING AND COOLING SYSTEMS MAINTENANCE

BID OPENING: Friday, May 7, 2021 at 10:00 a.m.

COREY GALLO
BOROUGH ADMINSTRATOR
BOROUGH OF BERGENFIELD
198 N. WASHINGTON AVENUE
BERGENFIELD, NJ 07621

**BOROUGH OF BERGENFIELD
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SPECIFICATIONS PREPARED BY:

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PUBLIC WORKS SUPERINTENDENT
198 N. WASHINGTON AVENUE
BERGENFIELD, NEW JERSEY
201-387-4055 EXT. 4088

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by Corey Gallo, Borough Administrator for the Borough of Bergenfield, Bergen County, and State of New Jersey on Friday, May 7, 2021 at 10:00 a.m. prevailing time at Borough Hall, 198 N. Washington Avenue, Bergenfield, New Jersey 07621 at which time and place bids will be opened and read in public for:

“HEATING AND COOLING SYSTEMS MAINTENANCE”

Specifications and other bid information may be obtained at the office of the Borough Administrator, 198 N. Washington Avenue, Bergenfield, New Jersey 07621, Second Floor – Room 21, during regular business hours 8:30 a.m. – 4:30 p.m. or online from the Borough website at www.bergenfield.com.

Bids must be prepared on the Proposal Sheets furnished by the Borough, enclosed in a sealed envelope and plainly marked as follows:

(1) addressed to OWNER, **Corey Gallo, Borough Administrator**
Borough of Bergenfield
198 N. Washington Avenue
Bergenfield, NJ 07621

(2) bearing the name and address of the bidder written on the face of the envelope and

(3) clearly marked “**BID**” with the **contract title** and **bid #** (if applicable) being bid.

Bidders are required to comply with the requirements of P.L.1975, c.127 (N.J.A.C.17:27 et seq.).

Date: 4/26/21
Kent Christner
Purchasing Agent

**BOROUGH OF BERGENFIELD
GENERAL CONDITIONS**

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, Borough of Bergenfield, Bergen County, New Jersey (hereinafter referred to as “OWNER”) in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid proposal shall be submitted, in a sealed envelope:
- i. Addressed to the OWNER, Corey Gallo, Borough Administrator, Borough of Bergenfield, 198 N. Washington Avenue, Bergenfield, NJ 07621.
 - ii. Bearing the name and address of the bidder written on the face of the envelope, and
 - iii. Clearly marked “**BID**” with the **contract title** and **bid #** (if applicable) being bid.
- D. It is the bidder’s responsibility to see that bids are presented to the OWNER on the time and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the OWNER before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE (X)

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the OWNER. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the OWNER. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

i. Common Standards For All Surety Companies

1. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is applicable, at the time the invitation to bid is issued.
2. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, regardless of project cost, pursuant to N.J.S.A. 2A:44-143d.

- ii. **Additional Standards If The Amount Of The Bond Is At Least \$850,000 But Not More Than \$3.5 Million**
 - 1. The surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in New Jersey as listed annually in the United States Treasury Circular 570.
 - 2. If the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the Commissioner of Insurance (Appendix C). (N.J.A.C 11:1-41.1 et seq.).

- iii. **Additional Standards If The Amount Of The Bond Is More Than \$3.5 Million**
 - 1. The surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570.
 - 2. If the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

- iv. **Multi Year Contracts**
 - 1. For multi year contracts, the contractor shall provide a performance bond issued by a surety in an amount equal to no more than 100% of the annual value of the first full year of the contract. The contractor shall provide said performance bond within 5 days of the award of bid to the Borough. The performance bond for each succeeding year shall be delivered to the Borough with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
 - 2. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to these specifications, the contractor is obligated to perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the Borough of Bergenfield in re-bidding the contract.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

- D. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to

challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the OWNER'S representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.

When issuing addenda, the OWNER shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- i. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- ii. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the type of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The OWNER reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.
- G. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE AND INDEMNIFICATION

A. Certificates of the Required Insurance

Certificates (see attached document – Insurance) as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker’s Compensation and Employer’s Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

B. Indemnification

Successful bidder shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder’s agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The OWNER is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts). The OWNER has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor’s convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. Mandatory EEO Bid Advertisement Language

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

For all contracts exempt from Public bidding;

If awarded a contract, your company/firm shall be required to comply with the requirements of **N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27**

B. Mandatory EEO Contract Language

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

The contractor, 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, 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, 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 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, 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 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 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 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 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.**

C. Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

Goods, Professional Services 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 Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,
2. A Certificate of Employee Information Report, 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 Public Agency as evidence of its compliance with the regulations. 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. Or,
3. An Initial Employee Report (Form AA302) and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the EEO/AA evidence must be submitted.

D. Americans with Disabilities Act of 1990

The contractor and the Borough of Bergenfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U. S. C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

E. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

F. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A

BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- I. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- II. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- III. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

G. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

H. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

I. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the bid proposal.

VIII. REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

All bids pursuant to N.J.S.A. 40A:11-13.2;

- A. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- B. Multiple bids from an agent representing competing bidders;

- C. The bid is inappropriately balanced;
- D. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the OWNER may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

IX. TERMINATION OF CONTRACT

- A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of the contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract. OWNER will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- D. In case of default by the successful bidder, the OWNER may procure the goods and services from other sources and hold the successful bidder responsible for any excess cost.
- E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.
- F. **ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale an/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the OWNER.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the OWNER.
- H. The OWNER may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

X. PAYMENT

- A. No payment will be made unless duly authorized by the OWNER'S authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the OWNER'S policy and procedures.

**BOROUGH OF BERGENFIELD
SPECIFICATIONS
HEATING AND COOLING SYSTEMS MAINTENANCE**

1.0 PURPOSE OF CONTRACT

The Borough of Bergenfield (“the Borough”) has six (6) buildings located throughout the Borough limits that each have heating and cooling systems that require service repairs throughout the year. It is the purpose and intent of this contract to provide maintenance for those heating and cooling facilities owned and operated by the Borough of Bergenfield. A list of the facilities is shown in Attachments A and B. This list is meant to be representative only and can be modified or changed at any time.

The Borough of Bergenfield reserves the right to enter into additional contracts for the repair, replacement, or modification of any of the heating and cooling systems or to perform any of the services and maintenance operations with its own forces. There is no guaranteed number of hours of emergency work to be performed under this contract.

It is desired of the Borough of Bergenfield to provide heating and cooling system maintenance for a contract period of two (2) years, with two (2) one (1) year renewal options. Options are to be exercised at the discretion of the Borough and subject to the availability and appropriation annually of sufficient funds.

1.0.1 EVALUATION:

1.01.1 The Borough of Bergenfield will evaluate the bid proposals received in response to the notice to bidders. The bid proposals must include specific responses for each item.

1.01.2 The Borough will select the bid proposal(s) deemed most advantageous to the Borough for the award; the resulting contract to be executed as required.

1.01.3 Failure of the bidder to provide any information requested under the bid specifications may result in disqualification of the bid.

1.01.4 The criteria to be used in the evaluation of the bid proposals is as follows:

- a. The ability of the bidder to meet the minimum specified requirements contained in Part 3.0.
- b. The overall costs of the proposal.

1.01.5 Bids will only be considered from Contractors that have a minimum of five (5) years of successful experience providing heating and air conditioning services. The Contractor shall be required to demonstrate that they have successfully completed these types of services for clients of a similar size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.

1.01.6 The Borough will make the decision for the selection of a Contractor. Proposals will be evaluated for purpose of award by the Borough of Bergenfield. The selected Bidder will be notified in writing.

1.01.7 The Borough of Bergenfield may cancel this bid, or reject proposals at any time prior to an award.

1.01.8 The Borough of Bergenfield reserves the right to reject any or all bids or any part thereof as deemed to be in the best interest of the Borough.

1.01.9 Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the Borough of Bergenfield.

1.01.10 AWARD:

The bid shall be awarded to the lowest responsible and responsive bidder meeting all the specifications listed within.

1.1 GENERAL INSTRUCTIONS

All work shall be accomplished on a “per call” basis for labor charge with costs of repair parts to be charged separately.

Emergency service calls shall be responded to within one (1) hour either by call, text, or e-mail, and within two (2) hours to the site of emergency, including twenty-four (24) hours daily as well as Saturdays, Sundays, and holidays. If overtime is necessary as a result of late arrival, the Borough may deduct the additional time, over four (4) hours, from any overtime payment. The successful bidder will have a means of emergency contact on a twenty-four (24) hour basis.

Normal working hours are considered to be from 7:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of holidays, for routine maintenance.

Holidays are those recognized nationally by the Federal Government.

All invoices shall be itemized by job title, hours worked, rate per hour, parts required with cost and percentage over cost.

2.0 TYPES OF MAINTENANCE

The Contractor shall perform two (2) types of maintenance services under this contract:

1. Normal preventative maintenance, in accordance with Section 4.
2. Emergency maintenance, performed in accordance with Section 5.

3.0 COMPETENCY AND QUALIFICATIONS OF BIDDERS

3.0.1 COMPETENCY

All bidders must show qualification and knowledge in the maintenance and servicing of heating and cooling systems. The Bidder shall employ only competent people to do the work. If the Borough notifies the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed except with the consent of the Borough.

All bidders will attach a list of all municipalities and agencies for which they have provided service.

3.0.2 QUALIFICATIONS

The Contractor shall be required to employ and maintain a sufficient force of qualified technicians to perform the work, so that calls of any emergency nature can be answered promptly

with the technician arriving at job site no later than two (2) hours after the call was entered as stipulated in Section 1.1.

If certification is required for the work explained in these specifications, the Contractor is to submit the personnel qualifications and certifications with the bid and shall become part of the contract. A Master HVAC/R license issued by the New Jersey Department of Consumer Affairs is preferred. Apprentices may be used only for work of a routine nature and then only when accompanied by, and under the direction of a qualified, licensed individual.

Personnel qualifications and certifications will be submitted with the bid and shall become a part of the contract. The Borough of Bergenfield shall have the right to investigate such qualifications and references to the extent it deems necessary and the Contractor shall assist as may be needed in the investigation. In the event that the qualifications of the personnel are not acceptable, the Borough of Bergenfield shall have the right to award the contract to the next lowest responsible bidder whose personnel meet the qualifications as determined by the Borough of Bergenfield. The Borough of Bergenfield shall be notified of any personnel changes during the life of this contract.

3.03 EXPERIENCE

3.03.1 Experience Requirements: It is mandatory that the Contractor as a company, corporation, or other entity must have a minimum of five (5) years of successful experience in air conditioning and heating maintenance services. This experience must be completed prior to the date established for the receipt of the proposal. Any bidder unable to, or failing to comply with this provision will not be considered for this contract.

3.03.2 All subcontractors shall be of recognized standing with a record of satisfactory performance. The Contractor shall not employ any subcontractor, which the Borough may reject as incompetent, unfit, or where there is reason to assume the service will not be provided in accordance with the contract documents. Prior to the employment of the named subcontractors, the subcontractor must be approved by the Borough.

3.1 CANCELLATION OF CONTRACT

The Borough of Bergenfield may at any time during the contract period terminate the contract by giving a thirty (30) day notice in writing to the other party of its intentions to do so for noncompliance with the terms and conditions of the agreement. This shall include cancellation of the contract if, in the opinion of the Borough, the Contractor is not performing in a satisfactory and acceptable manner.

In the event the Borough cancels the contract, the Contractor shall only be entitled to payments for work properly performed or completed.

3.2 COMMUNICATION REQUIREMENTS

The Contractor shall designate an authorized representative who shall be the Borough's contact in the event of emergency maintenance or repair. This representative shall be available on a twenty-four (24) hour a day, seven (7) days a week basis. The Contractor shall provide the Borough of Bergenfield one (1) phone number to contact the representative. It shall be the representative's responsibility to contact the staff required to perform the repairs as expeditiously as possible. The Contractor shall submit to the Borough of Bergenfield as part of their bid documents the representative's name and phone number.

All communications must be directed to the Superintendent of Public Works.

4.0 PREVENTATIVE INSPECTION AND MAINTENANCE

For the purpose of this section, the following items shall be considered as Maintenance and shall be bid as an item. This work shall include all labor, materials, equipment and incidentals annually and annual maintenance must be maintained.

The Contractor shall have a qualified mechanic make four (4) inspections of the equipment each year (one (1) prior to the heating season, one (1) during the heating season, one (1) prior to the cooling season and one (1) during the cooling season). At the time of such inspections, performance of normal services must include, but are not limited to, the following:

REFRIGERATION SYSTEM

1. Lubricate motor bearings
2. Check drives, align and adjust belt or coupling
3. Check suction, oil, and discharge pressure
4. Perform leak test
5. Check oil level, add if needed
6. Check oil pressure and compressor safety controls
7. Check refrigerant controls and adjust if required
8. Check rotation
9. Check refrigerant charge, add if needed (freon extra)
10. Check operation of unloaders
11. Drain condenser and chiller if applicable

ABSORPTION AND CENTRIFUGAL CHILLERS

1. Check purge system
2. Check operating pressures, temperatures and vacuum
3. Check solution level and concentration
4. Check solution pumps and seal water system
5. Check operating and safety controls
6. Check refrigerant charge
7. Check oil level, add or change if needed
8. Check van operators
9. Check temperature controls
10. Check motor windings with meter
11. Clean condenser tubes as necessary
12. Chill water & cooling tower water both need to be tested and chemicals add if needed.
Plus, cooling tower needs to be changed as needed

CONDENSING MEDIUM

1. Lubricate motor bearings
2. Lubricate fan bearings
3. Check and adjust drive belts
4. Check rotation of fan
5. Check spray nozzles, and clean if necessary
6. Clean basin and pump
7. Check float control, adjust for correct water level
8. Clean line strainer
9. Check oil in gear box

10. Lubricate pump bearings
11. Check condition of coils for scale, and clean coils as needed
12. Clean air intake screen
13. Check bleeder flow and adjust

MOTORS, GENERATORS, ELECTRICAL EQUIPMENT

1. Lubricate motors
2. Check bearings
3. Inspect packing glands and seals
4. Check motor alignment
5. General maintenance

AIR HANDLING SYSTEMS

1. Lubricate motor bearings
2. Lubricate fan bearings
3. Check and adjust drive belts
4. Check fans and fan drive alignment
5. Change belts 2 times per year
6. Change filters in the summer every two (2) months. Dispose of filters properly
7. Clean O.A. intake screens
8. Check fan coil units
9. Check drains and drip pans
10. Drain water coils

CONTROLS

1. Check all thermostats
2. Check damper operators
3. Check other controls

HEATING SYSTEMS

1. Check heating coils, and clean as needed
2. Check and clean as required traps, strainers, valves, etc.
3. Clean boiler, drain, flush, and refill
4. Check, clean, adjust boiler safety and operating controls
5. Check boiler water level at time of inspections
6. Check condensate return pump
7. Check automatic valves
8. Inspect burner operation, lubricate and adjust if required
9. Clean burner
10. Check and adjust burner control
11. Water in heating system needs to be checked and chemicals added as needed

HOT WATER HEATERS

1. Check flue and combustion air intake for any obstructions, clean as required
2. Check, clean, and adjust boiler safety and operating controls
3. Check and clean as required all strainers, valves, etc.
4. Check boiler water level and low water cut-off
5. Check automatic valves
6. Inspect burner operation, lubricate, and adjust if required
7. Clean burner assembly

8. Check condition of heat exchanger
9. Check and clean inducer assembly
10. Check and adjust combustion and burner control.
11. Check expansion tanks
12. Check water flow meters
13. Check condition and accuracy of all pressure/temperature gauges/sensors
14. Check controls for proper sequence and operation

VAV BOXES INCLUDING REHEAT COILS

1. Check and clean the controller circuit boards and terminals to prevent dust and dirt buildup.
2. Check for airtight connections on inlet and outlet duct connections.
3. Check actuator for full stroke and proper operation. Calibrate thermostats/sensors as required.
4. Lubricate valve and actuator shafts periodically with high temperature lubricant. On damper actuators, the friction points in linkage shall be lubricated with same lubricant in accordance with manufacturer's instructions.
5. Control valves shall be inspected for leaks and sticking stems. Loss of valves' ability to close tightly will require inspection of the valve seats and disc wear and system contamination buildup. Clean when needed to ensure serviceability.
6. Contacts on relays, switches and thermostats/sensors that are exposed to surrounding atmosphere should be checked periodically to prevent buildup of dust and dirt.
7. Check heater for proper operation and buildup of dust and dirt on coils. Clean as required.

All refrigeration oil must be removed from site by the Contractor. A certification as to where/how the oil is disposed will be provided to the Borough of Bergenfield prior to payment for the job.

All communications must be directed to the Borough Building Supervisor and/or Superintendent of Public Works.

5.0 EMERGENCY MAINTENANCE

The Contractor shall be required to respond within one (1) hour and to initiate emergency maintenance operations of the site of the emergency within a MAXIMUM OF THREE (2) HOURS after a call has been received from the Borough of Bergenfield, including "twenty-four" "(24)" hours daily as well as Saturdays, Sundays, and Holidays. The Contractor will have a means of emergency contact on a twenty-four (24) hour basis.

The Contractor shall pursue all repair obligations with all haste in order that the equipment down time is minimized. Work shall be performed continuously until the repair is complete.

Major malfunctioning equipment, materials, or parts shall be repaired or replaced under emergency maintenance at the rates submitted by the Contractor on the bid sheet.

Records and performance of all emergency maintenance operations shall be strictly enforced and checked (see section 6.0 Records).

The Borough of Bergenfield reserves the right to issue work orders to the Contractor for major repair work. The work order shall list the work description, title, and number of workers and the time in which the work is to be finished. The Contractor shall perform the work strictly according to the work order. Extra work, which has not been authorized, shall not be paid.

6.0 RECORDS

The Contractor shall be required to keep and maintain records of all maintenance operations performed throughout the life of this contract. A copy of such records shall be furnished to the Borough of Bergenfield in duplicate after each scheduled inspection and without any alteration. All emergency repairs shall be documented with a written form of a work or service order slip and a detailed record of work performed. Contractor must also supply a copy of work record to the Indoor Air Quality Designated Person for the Borough, which is the DPW Asst. Supervisor Robert Giacomelli, within 7 days.

A work or service order slip shall indicate the following:

- Specific work performed
- Time (hours) spent by category of employee
- Mechanic and/or helper, hourly rates
- Location and unit serviced, including serial number of unit

All work or service order slips must be signed by the Contractor's employee and countersigned by the Borough representative. The Borough will retain a copy of this slip at this time. An additional copy of the signed work or service order slip shall be presented with an invoice and Borough voucher for payment.

Safety Data Sheets (SDS) must accompany all material as required by law.

The bidder expressly warrants that any and all titles conveyed are good and their transfer rightful, and that the goods delivered shall be merchantable, and that the goods are fit for the ordinary purpose for which such goods are used, or are fit for a particular purpose when that purpose is stated in the solicitation. The bidder further warrants that all goods are free from any security, interest, or other lien or encumbrance of which the Borough at the time of contracting has no knowledge.

7.0 PARTS

A list of all parts required for repair will be submitted to the Borough for written approval prior to installation. The Borough reserves the right to provide all repair parts as needed. All replacement parts, whether replaced during regular maintenance or emergency maintenance, shall be new and have at least a ninety (90) day warranty for both parts and labor from the day of installation, except any electric motors, which shall have a one (1) year warranty, excepting that at no time will any warranty be less than the warranty time period provided by the manufacturer. All faulty parts within the warranty period shall be replaced at the Contractor's expense, including labor, parts, and travel time.

Contractor must have ready access (truck stock) for common repair parts.

All items installed under this contract having a manufacturer's guarantee shall be installed by or under the direction of the manufacturer's guarantee and all such manufacturer's guarantees, warranties, and bonds shall be forwarded to the Borough of Bergenfield.

ATTACHMENT A

Below are the Borough-owned heating systems and their respective locations, which are to be included in the bid:

LIST OF HEATING SYSTEMS

BOROUGH HALL (198 N. Washington Avenue)

Borough Hall		
Equipment	Model	Serial #
ITT Domestic Pump	CMED	CA-1421
HB Smith	28 High Efficiency, Low Pressure	
DPW (198 N. Washington Avenue Behind Borough Hall)		
Equipment	Model	Serial #
Well-McLain	80 Commercial	
Laars	PNCH1750NAACL2CXN	C05159994

MARCHBANK (Coopers Pond, W. Church Street btw N. Demarest & N. Prospect)

Equipment	Model	Serial #
Peerless Bros	EC-04	CRNA4021.3

MEMORIAL PARK (New Bridge Road & Brey Lane)

Equipment	Model	Serial #
Goodman	GMS80804BNBC	141165587

COOPER'S POND (W. Church Street btw N. Demarest and N. Prospect)

Equipment	Model	Serial #
Goodman	GMS80703ANBC	708102921

HICKORY FIELD (165 Hickory Avenue)

Equipment	Model	Serial #
RUUD Manufacturing	PGPS-10EAMER	GH5302F441004525

Contractors shall visit work locations prior to submitting prices to become thoroughly familiar with the work sites, conditions, etc.

ATTACHMENT B

Below are the Borough-owned cooling systems and their respective locations, which are to be included in the bid:

LIST OF COOLING SYSTEMS

BOROUGH HALL - 198 N. WASHINGTON AVE

<i>Court Room North</i>		
Equipment	Model	Serial #
A/H #3	39LD1082CA2031-L	3893T43037
A/H #2	40RE010-6010	3393V09064
Condensing Unit - Carrier	38AKS009500	52930-00056
<i>Court Room South</i>		
Equipment	Model	Serial #
A/H #4	39LD1082CA2031-L	3893T43036
A/H #1	40RE010-6010	3393V09061
Condensing Unit -Carrier	38AKS009500	3193G-00165
<i>Basement</i>		
Equipment	Model	Serial #
Nesbitt TT#1	67635	AL6HC
<i>Basement- Fire Prevention</i>		
Equipment	Model	Serial #
Fujitsu - Split	ASU24RLB	000084
<i>Basement- Food Pantry</i>		
Equipment	Model	Serial #
Sanyo - Split	KS1211W	304164
<i>Tax Account</i>		
Equipment	Model	Serial #
Goodman		1305152381
<i>Police Records</i>		
Equipment	Model	Serial #
Daikin	DX11SA0903AA	1406250711
Concord	13ACD-030-230-12	1911M05448
Mitsubishi - Mr. Slim	MUH12EN	05900429C
<i>Court Violations</i>		
Equipment	Model	Serial #
Trane	TTA120A300EA	2284H3JAD
<i>Borough Offices - South</i>		
Equipment	Model	Serial #
Concord		1911M05448
<i>Chief/ Detective Bureau</i>		
Equipment	Model	Serial #

Copeland Scroll	GSC130603AC	807688144
Carrier	38YKA0363300	4491E37017
Mitsubishi Electric - Mr. Slim	MUZGL09NA	95C01376
<i>Outdoor Units</i>		
Equipment	Model	Serial #
Sanyo - Split	CL1211	0044264
Fujitsu	AOLI36RLX3	FTN012899
Fujitsu	AOL436RLX3	QTN016340
Mitsubishi	MSHIZEN	05900429C
Department of Public Works (DPW) - Print Shop		
Equipment	Model	Serial #
Fujitsu	ASU24RLB	FRA006456

COOPER'S POND: (W. Church Street between N. Demarest and N. Prospect)

Equipment	Model	Serial #
Goodman	CKL-36-1L	510195630

Contractors shall visit work locations prior to submitting prices to become thoroughly familiar with the work sites, conditions, etc.

**BOROUGH OF BERGENFIELD
BID PROPOSAL FORM
HEATING AND COOLING SYSTEMS MAINTENANCE**

PROPOSAL FOR: HEATING AND COOLING SYSTEMS MAINTENANCE

We the undersigned company, agree to Heating and Cooling Systems Maintenance, in compliance with all requirements of the attached specifications as to quality and delivery to the Borough of Bergenfield as follows:

It is understood that the TOTAL AMOUNT stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control the awarding of the Contract. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the specification.

SCHEDULE OF PRICES

Item	Description	Bid Price
1	Two (2) year preventative maintenance service as described herein	\$ _____
TOTAL NET AMOUNT IN NUMBERS (2 years of Preventative Maintenance)		\$ _____

TOTAL NET AMOUNT IN WORDS for 2 years of Preventative Maintenance (Please Print)

EMERGENCY MAINTENANCE

2	Hourly charge for repairman, regular 7:00 a.m. to 5:00 p.m. Monday-Friday Price per hour	\$ _____
3	Hourly charge for repairman, overtime Monday-Friday, and on a 24-hour basis, Saturday and Sunday Price per hour	\$ _____
4	Hourly charge for repairman, holiday 24-hour basis, Holiday Price per hour	\$ _____
5	Markup for parts—contractor's cost plus	_____ %

All prices are exclusive of all taxes and are the basis of delivery to the Borough of Bergenfield, Bergen County, in the State of New Jersey.

Each proposal submitted must be on forms supplied by the Borough and no other will be accepted. Certain written requirements are specified in this bid to be submitted with the bid package. These requirements must be included in the bid package or the bid will be rejected.

The Borough reserves the right to reject any and all bids, either in whole or in part, when, in the judgment of the governing body, the public interest will best be served by doing so; and, where the proposal contains more than one item to be bid upon, to accept the bid or bids of any or all items contained therein, determining low bid either on the basis of comparison of the aggregate of all items bid or on the basis of a comparison of bids, item by item with primary emphasis being placed upon the Preventative Maintenance component of the bid.

Company Name	Federal ID # or Social Security #
Address	City, State, Zip
Print or Type Name and Title of Authorized Agent	Signature of Authorized Agent
Date	Phone
Fax	Email

**BOROUGH OF BERGENFIELD
 BID DOCUMENT CHECKLIST
 HEATING AND COOLING SYSTEMS MAINTENANCE**

<i>Required By Owner</i>	<i>Initial each required entry & if required submit the item</i>
<input checked="" type="checkbox"/> Bid Proposal Form	_____
<input checked="" type="checkbox"/> Bid Guarantee	_____
<input type="checkbox"/> Consent of Surety	_____
<input type="checkbox"/> Performance Bond	_____
<input type="checkbox"/> Labor and Material Payment Bond	_____
<input type="checkbox"/> Maintenance Bond	_____
<input checked="" type="checkbox"/> Acknowledgement of Receipt of Addenda	_____
<input checked="" type="checkbox"/> Affirmative Action Compliance Notice Signature – (Confirm Read) _____	_____
<input checked="" type="checkbox"/> Affirmative Action Language (Section VII – Statutory Requirements) Signature – (Confirm Read) _____	_____
<input checked="" type="checkbox"/> Americans with Disabilities Act Signature – (Confirm Read) _____	_____
<input checked="" type="checkbox"/> Statement of Ownership/Stockholder Disclosure	_____
<input checked="" type="checkbox"/> Proof of New Jersey Business Registration Certificate	_____
<input checked="" type="checkbox"/> Prevailing Wage Rates (only when applicable)	_____
<input checked="" type="checkbox"/> Proof of Public Works Contractor Registration	_____
<input checked="" type="checkbox"/> Non-Collusion Affidavit	_____
<input type="checkbox"/> List of Subcontractors (only when applicable)	_____
<input type="checkbox"/> Equipment Certification	_____
<input type="checkbox"/> Alternate Dispute Resolution	_____
<input checked="" type="checkbox"/> Disclosure of Investment Activities in Iran	_____
<input checked="" type="checkbox"/> Certification of Non-Debarment for Federal Contracts	_____
<input checked="" type="checkbox"/> Consent of Insurance	_____

This form is required to be submitted. It is provided for bidder’s use in assuring compliance with all required documentation.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

TYPE OR PRINT NAME: _____

DATE _____

BOROUGH OF BERGENFIELD

**AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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 _____

BOROUGH OF BERGENFIELD
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Bergenfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C. 5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Company _____ Signature _____

Print Name _____ Title _____

Date _____

BOROUGH OF BERGENFIELD
STATEMENT OF OWNERSHIP/STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
THIS STATEMENT SHALL BE INCLUDED WITH BID SUBMISSIONS

1. Legal Name of Business: _____

2. Check One:

- I certify that the list below contains the names and addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

3. Check the box that represents the type of business organization:

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

4. Complete if the respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where Incorporated _____

5. Business Address:

STREET ADDRESS	CITY	STATE	ZIP
TELEPHONE #	FAX #		

6. Owners:

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

7. Signature:

Signature: _____ Date: _____

Printed Name and Title: _____

Notary

Subscribed and sworn before me this ____ day of _____, 2____.

(Notary Public)

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

My commission expires:

**BOROUGH OF BERGENFIELD
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ residing in _____
(Name of Affiant) (Name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the bid proposal entitled
_____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so 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 _____ relies upon the truth of the statements contained in said
(name of contracting unit)

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 _____.

Subscribed and sworn to
before me this day
_____ 20_____

Signature

(Type or print name of affiant under signature)

Notary public of
My Commission expires _____ 20_____

(Seal)

BOROUGH OF BERGENFIELD

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

BOROUGH OF BERGENFIELD
DISCLOSURE OF INVESTMENTS ACTIVITIES IN IRAN

BID/RFP/Solicitation: _____ **Bid/Offeror:** _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither 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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. 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.

PLEASE CHECK THE APPROPRIATE BOX:

	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representatives of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
	OR
	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2, sign, and complete the Certification below.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Bergenfield</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <i>borough</i> to notify the <i>borough</i> 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 <i>borough</i> permitting the <i>borough</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in**

Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Borough of Bergenfield** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **borough** to notify the **borough** 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 **borough** permitting the **borough** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).		
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Bergenfield</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <i>borough</i> to notify the <i>borough</i> 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 <i>borough</i> permitting the <i>borough</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

INSURANCE

1. The contractor shall assume the responsibility for his actions and those of anyone else working for him while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him and the Borough of Bergenfield from any property damage or bodily injury claims arising out of the contracted work.

The insurance to be provided by the successful bidder(s) shall be underwritten by companies as follows:

A) **Comprehensive General Liability** insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Bergenfield shall be included as an additional insured.

B) **Comprehensive General Automotive Liability** insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired and non-owned vehicles, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Bergenfield shall be included as an additional insured.

C) **Worker's Compensation Insurance** in the statutory limits including employer's liability in an amount no less than \$100,000.00.

All policies maintained pursuant to this section shall name the Borough as an additional insured, shall provide a thirty (30) days written notification to the Borough of cancellation and/or modification of such policies and the contractor/vendor shall provide the Borough Clerk's Office with a Certificate of Insurance evidencing such policies and provisions.

All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract, including any extensions.

A Certificate of Insurance coverage in accordance with bid requirements shall be submitted with this bid.

Bidder(s) lacking such coverage must have the attached "Consent of Insurance" form fully executed and returned with this bid as proof that such a coverage will be in place at the time of the signing of the contract. Evidence of actual insurance coverage must be by way of certificate which shall be submitted to the Borough clerk's Office with the return of the signed contract.

FAILURE TO ATTACH A CERTIFICATE OF INSURANCE AND RETURN SAME WITH THIS BID OR FULLY EXECUTE THE ATTACHED "CONSENT OF INSURANCE" FORM WILL BE AUTOMATIC CAUSE FOR REJECTION OF YOUR BID.

BOROUGH OF BERGENFIELD
CONSENT OF INSURANCE COVERAGE

WHEREAS, _____ as Principal, has submitted a bid to provide goods and/or services as specified in the subject bid to the Borough of Bergenfield, and whereas, in order for such bid to be considered, proof of insurance must be submitted therewith.

NOW, THEREFORE BE IT KNOWN that, if the Borough of Bergenfield shall accept the bid of the Principal and the Principal shall enter into a contract with the Borough of Bergenfield in accordance with the terms of such bid, we the undersigned do hereby state that we will provide the Principal with insurance coverage as set forth below:

a. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey.

b. Comprehensive General Liability insurance in an amount no less than \$1,000,000.00 combined single limit including broad form comprehensive general liability endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Bergenfield shall be included as an additional insured.

c. Comprehensive General Automobile Liability insurance in an amount no less than \$1,000,000.00 combined single limit covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Borough of Bergenfield shall be included as an additional insured.

d. Worker's Compensation Insurance in the statutory limits including Employer's Liability in an amount no less than \$100,000.00.

e. All policies maintained shall hereby name the Borough of Bergenfield, 198 N. Washington Avenue, Bergenfield NJ, 07621 as an additional insured and shall provide for thirty (30) days written notice to the Borough of cancellation and/or modifications of such policies and we shall provide the Borough of Bergenfield with certificates of insurance evidencing such policies and provisions.

f. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

Sworn to and subscribed
before on this ____ day
of _____, 20____

NOTARY PUBLIC

PRINCIPAL:

(Bidder's Company Name)

(Authorized Signature on Behalf of the
Principal)

(Print Name)

INSURER:

(Insurer's Company Name)

(Authorized Signature on behalf of the Insurer)