

**RESOLUTION NO. 2022-020**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING TOZOUR ENERGY SYSTEMS FOR HVAC SERVICES SYSTEMS MAINTENANCE SERVICES**

**WHEREAS**, there exists a need for HVAC Systems Maintenance Services for the Township of Little Egg Harbor; and

**WHEREAS**, although the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the award of contracts for “Professional Services” without competitive bids, the Township issued a request for proposals for professional service contracts in accordance with the competitive negotiation procedure as delineated within Section 40-8 of the Township Code of the Township of Little Egg Harbor, entitled “Fair and open process utilized to award contracts with anticipated value in excess of \$17,500”; and

**WHEREAS**, a determination of value has been made by the Township that said contract shall be a value in excess of \$17,500; and

**WHEREAS**, said competitive negotiation procedure satisfies the requirements of a fair and open process under N.J.S.A. 19:44A:20.2 et seq.; and

**WHEREAS**, all proposals were to be submitted to the Office of the Township Clerk by December 1, 2021; and

**WHEREAS**, the Township Administrator has reviewed the proposals submitted and recommends Tozour Energy Systems and

**WHEREAS**, Tozour Energy Systems is duly qualified to serve as HVAC Systems Maintenance Services; and

**WHEREAS**, it is the desire of the Township Committee to appoint Tozour Energy Systems as HVAC Systems Maintenance Services for the Township of Little Egg Harbor in accordance with the terms of this Resolution; and

**WHEREAS**, the amount of the contract to be awarded under this resolution is determined not to exceed \$ 55,000.<sup>00</sup> which sum is reasonably estimated based upon such HVAC Systems Maintenance Services as may be required over the contract term to be awarded under this resolution, including, but not limited to, the amount spent for such services from the previous calendar year, the costs of compensation under the contract to be awarded, and any projected increase or decrease in services anticipated versus the prior year, and which sum the Township of Little Egg Harbor is under no obligation to spend and which may be exceeded; and

**WHEREAS**, the Chief Financial Officer has certified that there are funds available for this contract, which certification is annexed hereto; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., authorizes the award of contracts for "Professional Services" and requires that the resolution and contract be made available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That Tozour Energy Systems is hereby appointed for HVAC Systems Maintenance Services for the Township of Little Egg Harbor for a term of one year, commencing January 1, 2022, and ending December 31, 2022 and shall be paid for all services as set forth on Schedule A, attached hereto and made a part hereof.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the attached agreement with Tozour Energy Systems.

3. That this contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because it is for services to be performed by a person(s) authorized by law to practice a recognized profession.

4. That a notice of this action shall be printed once in the official newspaper of the Township of Little Egg Harbor.

5. That this resolution shall take effect on January 1, 2022.

6. That the agreement shall be an open ended contract with funds being encumbered contingent upon the availability of funds in the budget year. A certificate of availability of funds executed by the Chief Financial Officer is attached hereto. The following is the line item appropriation(s), which constitute the availability of funds for this contract: 2-01-26-772 ..

7. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be provided by the Township Clerk to the Chief Financial Officer, and to Tozour Energy Systems.

#### CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 1<sup>st</sup> day of **January, 2022**.


  
\_\_\_\_\_  
**KELLY LETTERA, RMC**  
Township Clerk  
Township of Little Egg Harbor

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY HAINES**, Chief Financial Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for an open-ended contract with the Tozour Energy Systems for HVAC Systems Maintenance Services .

The amount of the contract to be awarded under this resolution is determined not to exceed \$ 55000.<sup>00</sup> which sum is based upon a reasonable estimate of the services required over the contract term. The Township of Little Egg Harbor is not obligated to spend this amount and is permitted to exceed this amount during the course of performance of this contract.

The funds which area available for this open-ended contract are found in the following line item appropriation(s): 2-01-26-~~30~~772

  
\_\_\_\_\_  
**RODNEY HAINES**, Chief Financial Officer  
Township of Little Egg Harbor

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of January, **2022**, between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey 08087 (hereinafter referred to as “Township”) and **TOZOUR ENERGY SYSTEMS** having its principal offices located at 3606 Horizon Drive, King of Prussia, New Jersey, 19406, hereinafter referred to as “HVAC Systems Maintenance Servicer”;

**W I T N E S S E T H :**

**WHEREAS**, pursuant to law, the parties hereto wish to enter into an agreement for HVAC Systems Maintenance Services.

**NOW, THEREFORE**, the parties hereunder do agree as follows:

1. Tozour Energy Systems, is hereby appointed as HVAC Systems Maintenance Servicer to perform all HVAC Systems Maintenance services required and necessary for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2022, and ending December 31, 2022.

2. The HVAC Systems Maintenance Servicer shall perform all services as determined and authorized by the Township Committee or other authorized official of the Township in accordance with the terms of this agreement. HVAC Systems Maintenance Services shall be compensated in accordance with the fee schedule and proposal, attached hereto and made a part hereof as Schedule A in connection with HVAC Systems Maintenance services provided to the Township of Little Egg Harbor.

3. Any extraordinary services as determined and authorized by the Township Committee and which could not be anticipated at the time of this agreement shall be charged in accordance with the fee schedule attached hereto and shall not exceed the amount appropriated for said purposes by the Township Committee.

4. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.

127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

5. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

6. HVAC Systems Maintenance Servicer shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

7. HVAC Systems Maintenance Servicer shall submit a copy of the Certificate of Employee Information Report or Form AA-302 Initial Employee Information Report prior to any payments being made under this contract.

8. HVAC Systems Maintenance Servicer shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the HVAC Systems Maintenance Servicer.

Before final payment on the contract is made by the Township, the HVAC Systems Maintenance Servicer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the HVAC Systems Maintenance Servicer and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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

of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

9. The Township of Little Egg Harbor and HVAC Systems Maintenance Servicer for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**WITNESS & ATTEST:**

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
**KELLY LETTERA, RMC**  
Township Clerk  
(Seal)

By \_\_\_\_\_, Mayor

**TOZOUR ENERGY SYSTEMS**

\_\_\_\_\_  
Secretary  
(Seal)

\_\_\_\_\_  
President

# SCHEDULE A

***Tozour Energy Systems***



PHILADELPHIA BUSINESS JOURNAL

2012-2016 BEST PLACES TO WORK

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## *Pricing and Acceptance*

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### **Tozour-Trane Service Agreement**

Tozour-Trane agrees to inspect, and maintain the equipment listed under the "Equipment Coverage" section hereof (the "Equipment") according to the terms of this Service Agreement, including the "Terms and Conditions" and "Scope of Coverage" sections hereof. Tozour-Trane agrees to give preferential service to Customer over non-contract customers.

### **Service Fee**

Customer agrees to pay \$51,498.00, annually, not including tax, over the 1 year(s) of this Agreement, payable in quarterly installments of \$12,874.50 to Tozour-Trane as the fee (the "Service Fee") for the inspection, maintenance and repair services described in the Scope of Coverage section hereof with respect to the Equipment. The Service Fee is subject to adjustment as provided in the Terms and Conditions.

### **Term**

The initial term of this Service Agreement shall be 1 year(s), effective January 01, 2022, provided that Tozour-Trane will have no obligation to Customer prior to approval of this Service Agreement in writing as provided below by an authorized representative of Tozour-Trane.

Submitted By: Molly Frazier  
*Client Service Representative*

Date: December 8, 2021

*Note: This proposal is valid for a period of 10 business days*

### **CONTRACT ACCEPTANCE**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Acceptance Date

### **TOZOUR-TRANE ACCEPTANCE:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Acceptance Date

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### **GENERAL TERMS AND CONDITIONS**

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## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICES 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 orientation or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_