

RESOLUTION NO. 2024-018

**RESOLUTION OF THE TOWNSHIP OF LITTLE
EGG HARBOR, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AWARDING A CONTRACT FOR
HEATING, VENTILATION AND AIR
CONDITIONING (HVAC) SYSTEMS
MAINTENANCE AND REPAIR SERVICES FOR
2024 TO PDM GROUP**

WHEREAS, the Township of Little Egg Harbor duly advertised for the receipt of bids for Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services for the calendar year 2024; and

WHEREAS, in response to the invitation to bidders, two (2) bids were received on November 30, 2023; and

WHEREAS, the bid has been reviewed by the Qualified Purchasing Agent and the Township Attorney and it has been determined that PDM Group submitted the lowest responsible bid for Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services for 2024 in accordance with the bid specifications, said bid being \$3,000 a month (not to exceed \$36,000.00 annually), with rates at \$120 per hour on weekdays, \$180 per hour "after hours" and \$240 hour on holidays and Sundays.

WHEREAS, it is the desire of the governing body to award a contract for Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services for the Township for the calendar year 2024 to PDM Group Co., Inc.

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 the governing body does hereby award a contract not to exceed \$36,000.00 for Heating, Ventilation and Air Conditioning (HVAC) Systems

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

Maintenance and Repair Services for the Township for the calendar year 2024 in accordance with the bid specifications to PDM Group Co., Inc., said bid being \$3,000 a month (not to exceed \$36,000.00 annually), with rates at \$120 per hour on weekdays, \$180 per hour "after hours" and \$240 hour on holidays and Sundays.

2. That the Mayor and the Township Clerk are hereby authorized to execute a contract with PDM Group Co., Inc., in accordance with the bid submitted by PDM Group Co., Inc.
3. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

01-26-772

4. That a certified copy of this resolution, together with a copy of the contract between the parties, shall be forwarded to the Chief Financial Officer and PDM Group Co., Inc.

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CERTIFICATION

I, KELLY LETTERA, CMC, 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 1st day of **January, 2024**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c

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Halm & Cipriani, P.A.
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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 PDM Group Co., Inc. for Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services for 2024.

The amount of the contract to be awarded under this resolution is determined not to exceed \$36,000.00, which sum is based upon a reasonable estimate of the Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair 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 are available for this open-ended contract are found in the following line item appropriation(s): 01-26-772



RODNEY R. HAINES, Chief Financial Officer
Township of Little Egg Harbor

r|m|s|h|c

Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

AGREEMENT

THIS AGREEMENT made this _____ day of January, **2024**, 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 **PDM GROUP** having its principal offices located at 1258 South River Road, Cranbury, New Jersey, 08512, hereinafter referred to as "Contractor";

W I T N E S S E T H :

WHEREAS, pursuant to law, the parties hereto wish to enter into an agreement for Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services.

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

1. PDM Group is hereby appointed as Contractor to perform all Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services for the calendar year 2024 required and necessary for the Township of Little Egg Harbor for a term of one (1) year, commencing January 1, 2024, and ending December 31, 2024.
2. The Contractor 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. The Contractor shall be compensated in accordance with the Resolution awarding this Contract and the fee schedule and proposal, attached hereto and made a part hereof as Schedule A in connection with Contractor 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. The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

7. The Contractor 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. The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the Township, the Contractor 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 Contractor 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 Contractor 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, CMC, RMC
Township Clerk
(Seal)

By

BLAISE SCIBETTA, Mayor

PDM GROUP

Secretary
(Seal)

President

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, 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. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7,3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card

carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or

subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified

in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) 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 Chapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company _____

Signature _____

Title _____

Date _____

TOWNSHIP OF LITTLE EGG HARBOR

Specifications for:

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
SYSTEMS MAINTENANCE & REPAIR SERVICES FOR THE
2024 CONTRACT YEAR**

BID PACKET

**BID OPENING
THURSDAY, NOVEMBER 30, 2023
10:00 AM**

**TOWNSHIP OF LITTLE EGG HARBOR
NOTICE OF BID**

NOTICE IS HEREBY GIVEN, that sealed bids will be received by the Township Purchasing Agent, Kasey Powers, QPA, in the Court Room at the Little Egg Harbor Township Municipal Building, 665 Radio Road, Little Egg Harbor Township, New Jersey for the following:

- 1. Information Technology Services for the 2024 Contract Year**
- 2. HVAC Systems Maintenance Services for the 2024 Contract Year**
- 3. Snow Removal Services for the 2024 Contract Year**
- 4. Animal Control Services for the 2024 Contract Year**

BID OPENING DATE: NOVEMBER 30, 2023 beginning at 10:00 a.m.

Specifications are on file in the Township's Clerk's Office and Township Finance Office and may be obtained by prospective bidders during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. Bids must be enclosed in a sealed envelope marked appropriately and must have the **NAME AND ADDRESS** of the bidder on the outside of the envelope. Bids may be hand delivered or mailed by certified mail to the above-mentioned address. No other forms will be accepted.

Bidders are required to comply with all applicable statutory requirements including the requirements of N.J.S.A. 10:5.31, et seq. N.J.A.C. 17:27 (Equal Employment Opportunity) 42 U.S.C.-12101, et seq. (Americans with Disabilities Act). N.J.S.A. 34:11-56.25 et seq. (Prevailing Wages) N.J.S.A. 52:32-44, et seq. (NJ Business Registration).

A corporation submitting a proposal, in response to this advertisement, shall accompany such bid with a resolution authorizing its proper officers to submit such a bid and authorize said officers to execute a contract in the event its bid is accepted.

The Township reserves the right to reject any or all proposals. The Township also reserves the right to waive any minor irregularity or technicality.

BY ORDER of the Township Committee of the Township of Little Egg Harbor.

**KASEY POWERS, QPA
Purchasing Agent
Little Egg Harbor Township**

TOWNSHIP OF LITTLE EGG HARBOR BID DOCUMENT SUBMISSION CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Bid Document Submission Checklist Pursuant to N.J.S.A. 40A:11-23.1(b)	
<input checked="" type="checkbox"/>	New Jersey Business Registration (Required to be registered at the time of the bid opening, must be submitted prior to contract award)	
<input checked="" type="checkbox"/>	Certificate of Public Works Contractor Registration (Required to be registered at the time of the bid opening, must be submitted prior to contract award)	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Stockholder Disclosure Statement (Bid shall be rejected if this document is not included with the bid)	
<input checked="" type="checkbox"/>	Certificate of Experience	
<input checked="" type="checkbox"/>	Certificate(s) of Required Insurance	
<input checked="" type="checkbox"/>	Certificate of Equipment	
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	
	Mandatory Affirmative Action Language (Exhibit B)	READ ONLY
	Mandatory Americans with Disabilities Act of 1990 Language	READ ONLY
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran (Must be submitted prior to contract award)	
<input checked="" type="checkbox"/>	Identification of Subcontractors per N.J.S.A. 40A: 11-16	
<input checked="" type="checkbox"/>	Proposal and Schedule of Bid Forms	
<input checked="" type="checkbox"/>	Certificate as to Corporate Principal	
	Performance Bond (Not Required)	READ ONLY
	Payment Bond	READ ONLY
	Agreement	READ ONLY

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: PDM GROUP

Signature: [Signature]

Print Name and Title: JOHN RICHARDS PARTNER

Date: 11-29-23

Instructions To Bidders And Statutory Requirements

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, 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 on **Tuesday, December 13, 2022 at 11:00 a.m.** by the Township of Little Egg Harbor as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (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/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at 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.
- I. Bidders must be experienced in the kind of work required to be performed, have the equipment required and/or have the means to secure it, and have sufficient capital to properly execute the work within the time allowed.

- J. Attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes, providing, as a condition of this contract, the establishment of an eight hour working day for laborers, workmen and mechanics and requiring payment of prevailing rates of wage. If applicable, the contractor will be required to comply with the provisions of the N.J. Prevailing Wage Act, Chapter 150 of the Laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments where the project construction, reconstruction, demolition, alteration or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of funds of the Township of Little Egg Harbor, except work performed under a rehabilitation program.
- K. If applicable, bids will be received under these specifications for the completion of the whole of the work or be awarded on an item by item basis. Bids must be given on a unit price multiplied by the maximum estimated units given. In the event of an error in multiplication or typographical errors, unit prices will prevail.
- L. The Township reserves the right to include provisions for an extension to the contract with the vendor's agreement. If the local unit desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 the index rate is the basis to determine the appropriate increase in the contract price. The extension will be for one two-year extension or two one-year extensions as per the Local Contract Law (N.J.S.A. 40A:11-15).
- M. The successful bidder shall indemnify and save the Township of Little Egg Harbor harmless from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the use of defective materials furnished and delivered under the contract to the awarded vendor or by or on account of any act of omission or commission of any contract, his, its, or their agents or employees and in case any such action shall be brought against the Township of Little Egg Harbor, the contractor shall immediately take charge of and defend such action and charge the expense of the same to the contractor.
- N. Any construction work to be done that will exceed the prevailing wage threshold will require the successful vendor to submit a Contractor's Registration Certificate for themselves and their subcontractors before award of the bid.
- O. When specifications use "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

Under no circumstance shall specifications require any form of "pre-approval" or "pre-qualification" of an equivalent product before the submission of bids.

II. BID SECURITY AND BONDING REQUIREMENTS

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

☐ A. BID GUARANTEE

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 of 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 a bid guarantee shall result in 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 a consent of surety form shall result in rejection of the bid.

☐ C. PERFORMANCE BOND

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.

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. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit 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. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

☐ E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed ____% of the project costs guaranteeing against defective quality of work or materials for the period of:

____ 1 year
____ 2 years

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 a 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. All addenda so 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

1. 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.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

☒ A Pre-Bid Conference is not required for this bid. However, if Bidders wish to perform a site visit in order to properly formulate their bids, that is acceptable with ample notice from the Bidder(s) to the Township.

☐ A pre-bid conference for this proposal will be held on _____.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

- F. N.J.S.A 40A:11-13 requires that any challenges to bid specifications must be submitted to the Purchasing Agent no less than three (3) business days prior to the bid opening. Challenges filed after that time will not be reconsidered.
- G. Bidders should be aware that N.J.S.A. 40A:11-4 allows in part for the governing body of a contracting unit to disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the governing body finds that it has had prior negative experience with the bidder.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types 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 exceptions by the bidder, it will be presumed and required that the 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.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

☐ 1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

☒ 2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

☐ 3. Automotive Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$ _____ any one person and \$ _____ any one accident for bodily injury and \$ _____ each accident for property damage, shall be maintained in full force during the life of the contract.

☐ 4. Other Forms of Insurance Required:

☒ B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business 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.

☐ C. INDEMNIFICATION

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 contractor, the contractor'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. Contractor 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 have included this cost.
- 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.
- E. The attention of the bidders is especially directed to the provisions of federal, state, county and municipal law, statutes and regulations that may apply to the work, particularly with regard to safety regulations of the New Jersey Labor Board. Such provisions refer to obstruction of streets, maintaining of signals, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the contractor of his employees in the performance of the work or his relation to the political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) 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.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. 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 corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. 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:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) 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;
- 3) 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.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures 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.

☒ F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors 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/lssc/lspubcon.html.

☒ G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☒ H. NON-COLLUSION AFFIDAVIT

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

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. 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)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the 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 contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the 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 the 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 and 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.

XI. 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.
- C. The Township of Little Egg Harbor DOES NOT PAY late fees.
- D. No deposits or pre-payments will be accepted as condition of acceptance of award.
- E. All prices are to be FOB Destination. No shipping or freight charges will be assumed unless specifically noted on the exception sheet.

BID PROPOSAL FORM

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR**

TOWNSHIP OF LITTLE EGG HARBOR

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

THIRTY SIX THOUSAND
Amount in words

\$ 36,000.00 /YR
Amount in numbers

PDM GROUP 22 3717 048
Company Name Federal I.D. # or Social Security #

1258 SOUTH RIVER ROAD CRANBURY NJ 08512
Address


Signature of Authorized Agent
Title: PARTNER

JOHN RICHARDS
Type or Print Name

609 655 8880
Telephone Number

11-29-23
Date

609 655 9205
Fax Number

JRICHARDS@HVACNJ.COM
E-mail address

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
(Pursuant to N.J.S.A. 52:25-24.2)

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR**

PDM GROUP

(BIDDER NAME)

PART I – BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID UNRESPONSIVE.

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 and provide the certification below prior to award to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury 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 Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, he or she shall take action as may be appropriate and provided by the law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



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 listed on the N.J. Department of the 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 Bidder's Authorized Representative 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 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 below and sign and complete the Certification below. Failure to provide such will result in the Bid Packet being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART II – Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipation Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

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

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

PDM GROUP

(BIDDER NAME)

PART II – 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 and the Owner of the Project are 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 of New Jersey and the Owner to notify the State of New Jersey and the Owner 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/or the Owner and that the State of New Jersey and/or the Owner at its option may declare contract(s) resulting from this certification void and unenforceable.

BY:


(BIDDER AUTHORIZED REPRESENTATIVE SIGNATURE)

CORPORATE SEAL:

NAME:

JOHN RICHARDS
(PRINT OR TYPE)

TITLE:

PARTNER

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, DENNIS MUNDY residing in BRIGGS
(name of affiant) (name of municipality)

in the County of MONMOUTH and State of NEW JERSEY of

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

I am PARTNER of the firm of PDM GROUP
(title or position)

_____ the bidder making this Proposal for the bid

entitled "**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR**", and that I executed the said proposal with 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 or goods/services; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the (name of contracting unit) LITTLE EGGS HARBOR TOWNSHIP relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project or goods/services.

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 PDM GROUP.

Subscribed and sworn to

before me this day

22nd Nov. 2023

Lisa A Richards
Notary Public of New Jersey

My Commission expires 12/27/2024
(Seal)

[Signature]
Signature

DENNIS MUNDY
(Type or print name of affiant under signature)


LISA A RICHARDS
NOTARY PUBLIC
SOMERSET COUNTY, NEW JERSEY
ID # 2235997
MY COMMISSION EXPIRES DEC 27, 2024

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: PDM GROUP

By: 
(Signature)

Name of above: JOHN RICHARDS
(Print)

Title: PARTNER

Date: 11-22-23

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

PDM Group

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

- | | |
|--|--------------------------------------|
| 1. Plumbing and gas fitting
And all kindred work | Name: <u>NONE</u> |
| | Address: _____ |
| | License No.: _____ Expiration: _____ |
| 2. Steam and hot water heating
and ventilating apparatus,
steam power plants and
kindred work | Name: <u>NONE</u> |
| | Address: _____ |
| | License No.: _____ Expiration: _____ |
| 3. Plumbing and gas fitting
And all kindred work | Name: <u>NONE</u> |
| | Address: _____ |
| | License No.: _____ Expiration: _____ |
| 4. Electrical Work | Name: <u>NONE</u> |
| | Address: _____ |
| | License No.: _____ Expiration: _____ |
| 5. Structural steel and
ornamental iron work | Name: <u>NONE</u> |
| | Address: _____ |
| | License No.: _____ Expiration: _____ |
| 6. Other | Name: <u>NONE</u> |
| | Address: _____ |
| | License No.: _____ Expiration: _____ |

Note: Attach additional sheets in the appropriate format if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

PDM Group

(Bidder Name)

PART II – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

a.) Evidence of Business Registration Certificate for all Subcontractors listed:

- AND -

NA b.) Evidence of Consent of Surety for the full value of the Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this SUBCONTRACTOR IDENTIFICATION:

JCR

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 240
TRENTON, NJ 08646-0242

TAXPAYER NAME:
PDM GROUP

TRADE NAME:

ADDRESS:

1258 SOUTH RIVER RD
CRANBURY NJ 08512-3601

SEQUENCE NUMBER:

0088164

EFFECTIVE DATE:

03/15/00

ISSUANCE DATE:

07/18/05

Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, NJ 08646

The partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is used ONLY for the named person at the location
This authorization is null and void if any change of ownership or address

PDM GROUP
1258 SOUTH RIVER RD
CRANBURY NJ 08512-3601

Tax Registration No. 223-717-048/000

Tax Effective Date 06-01-00

Document Locator No. B0000999797

Date Issued 08-05-02

Robert K. Thompson
Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

PDM GROUP

(BIDDER NAME)

All Bidders must submit, along with Bid Packets, this Bidder's STATEMENT OF EXPERIENCE AND QUALIFICATIONS and all necessary attachments, in order to allow the Owner the opportunity to evaluate Bidders.

- 1) Date of Incorporation or Formation of Bidding Entity: APRIL 2000
- 2) State of Incorporation or Formation of Bidding Entity: NEW JERSEY
- 3) Number of Years engaged in the contracting business under your present firm or trading name: 23
- 4) General character of work performed by company: HVAC SERVICE
- 5) Have you ever failed to complete any work awarded to your company/firm? If so, please explain the circumstances.
No
- 6) Have you ever defaulted on a contract? If so, please explain the circumstances.
No
- 7) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?
No
- 8) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.
No
- 9) Have all payments associated with the past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.
YES

STATEMENT OF EXPERIENCE AND QUALIFICATIONS
(continued)

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

PDM GROUP

(BIDDER NAME)

10) Upon request, will you provide a detailed financial statement and furnish any other financial information that may be required to the proper agency? YES

11) Please provide a minimum of five (5) referenced and the following information for projects or goods/services contract currently in progress or completed within the last three (3) years:

PROJECT/CONTRACT NAME & ADDRESS	PROJECT/CONTRACT OWNER	PROJECT ENGINEER (IF APPLICABLE)	PHONE NUMBER(S) & EMAIL ADDRESS(ES)
HEATING & BOILERS	OCEAN COUNTY	NA	JOE KENNY 732 929 2039 JKENNY@CO.OCEAN.NJ.US
HVAC MAINTENANCE	LIVINGSTON TOWNSHIP	NA	CHRIS SOUTHWORTH 973 535 7931 CSOUTHWORTH@ LIVINGSTONNJ.ORG
HVAC MAINTENANCE	BERKELEY TOWNSHIP	NA	JOE MISERENDINO 908 342 5167 JMISERENDINO@ BERKELEYTOWNSHIP.ORG
BOILER SERVICE	OLD BRIDGE BOARD OF EDUCATION	NA	ERNEST TRICO,MI 732 360 4506 ETRICO.MI@DBPS.ORG
HVAC MAINTENANCE	NEW JERSEY TRANSIT BUS OPERATIONS	NA	GERARD BOCCCHINO 973 522 3660 GBOCCCHINO@ NJTRANSIT.COM

STATEMENT OF EXPERIENCE AND QUALIFICATIONS
(CONTINUED)

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

PDM GROUP

(BIDDER NAME)

12) Please provide the following information about all of your projects and/or services which are currently under construction or contract:

<u>PROJECT NAME & ADDRESS</u>	<u>CONTACT PERSON & PHONE NUMBER</u>	<u>GROSS CONTRACT</u>	<u>ANTICIPATED COMPLETION DATE</u>
LIVINGSTON TOWNSHIP HVAC MAINTENANCE	CHRIS SOUTHWORTH 973 535 7931	\$45,000	12-31-24
BERKELEY TOWNSHIP HVAC MAINTENANCE	JOE MISERENDINO 908 342 5167	\$50,000	12-31-24
OLD BRIDGE BOE HVAC MAINTENANCE	ERNEST TRICOMI 732 360 4506	\$100,000	12-31-24
NJ TRANSIT BUS OPERATIONS HVAC MAINTENANCE	GERARD BACCHINO 973 522 3660	\$1,000,000	2-28-25

STATEMENT OF EXPERIENCE AND QUALIFICATIONS
(CONTINUED)

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR**

PDM GROUP

(BIDDER NAME)

- 13) Please provide the following information regarding major contracts completed by your firm within the last (3) years:

<u>PROJECT NAME & ADDRESS</u>	<u>CONTACT PERSON & PHONE NUMBER</u>	<u>GROSS CONTRACT</u>	<u>ANTICIPATED COMPLETION DATE</u>
<u>OCEAN COUNTY</u> <u>HEATING + BOILERS</u>	<u>JOE KENNY</u> <u>732 929 2039</u>	<u>\$386,000</u>	<u>08-22</u>
<u>RUTGERS</u> <u>NELSON HUMIDIFICATION</u>	<u>JOSEPH PATERMSTER</u> <u>732 558 0533</u>	<u>\$204,000</u>	<u>10-22</u>
<u>PROJECT BEACON</u> <u>ENVIRONMENTAL BOX</u>	<u>J. DURANGO</u> <u>732 362 3576</u>	<u>\$404,000</u>	<u>06-23</u>

By initialing here, the Bidder hereby represents and warrants that the information provided in this STATEMENT OF EXPERIENCE AND QUALIFICATIONS is complete and accurate:

JR

EXCEPTIONS

List any and all exceptions to referenced specifications below.

IF NO EXCEPTIONS, state NONE.

NONE-SEE PROPOSAL

SIGNED: _____

DATE: 11-29-23

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business PDM GROUP

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

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>DENNIS MUNDY</u>	Name: _____
Home Address: <u>67B BRANDYWYN EAST</u>	Home Address: _____
<u>BRIEF NJ 08730</u>	_____


Name: <u>JOHN RICHARDS</u>	Name: _____
Home Address: <u>142 MOUNTAIN PKWY</u>	Home Address: _____
<u>GREEN BROOK NJ 08812</u>	_____

Name: _____	Name: _____
Home Address: _____	Home Address: _____

Subscribed and sworn before me this 22 day of Nov., 2023

(Notary Public) Lisa A Richards

My Commission expires:


(Affiant)

DENNIS MUNDY PARTNER
(Print name & title of affiant)

(Corporate Seal)

LISA A RICHARDS
NOTARY PUBLIC
SOMERSET COUNTY, NEW JERSEY
ID # 2235997
MY COMMISSION EXPIRES DEC. 27, 2024

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-D	
Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

STANDARD BID DOCUMENT REFERENCE	
Reference: VII-F	
Name of Form:	REQUEST FOR PREVAILING WAGE DETERMINATION
Statutory Reference:	N.J.S.A. 34:11-56.25 et seq.
Instructions Reference:	Statutory and Other Requirements VII-F, but not applicable for material and service contracts.
Description:	To be used by the public body in requesting wage determination prior to commencing bid process. Used for public work contracts where the threshold requiring the use of prevailing wages has been exceeded. This form is completed by the public agency to request the minimum wage rates to be paid by a contractor(s)

If the contract is one for public work pursuant to N.J.S.A. 34:11-56, 25 et seq., be sure the current prevailing wage threshold for municipal and non-municipal entities is checked.

The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took effect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: <https://wnipin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

TOWNSHIP OF LITTLE EGG HARBOR BID SPECIFICATIONS
HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS
MAINTENANCE & REPAIR SERVICES FOR THE 2024 CONTRACT YEAR

TOWNSHIP OF LITTLE EGG HARBOR, NJ 08087

The Township of Little Egg Harbor is seeking bids for Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services for the 2024 Contract Year. The HVAC Systems Maintenance Services contractor should have at least five (5) years' experience in HVAC Systems Maintenance Services and should be knowledgeable in the areas of providing a comprehensive heating-ventilation air conditioning HVAC full maintenance and repair program for its facilities. This work includes but is not limited to: the provision of a total prevention maintenance program, inspection, preventative maintenance, repair, programming, and other tasks and services necessary to insure safe, well-maintained HVAC systems providing quality air for Township employees and the public. See Schedule 'A', Scope of Services.

PROPOSAL

Please explain how you or your company meets the minimum requirements. (Attach additional sheets, if necessary.) The undersigned individual, firm, or corporation, hereby proposes to serve as HVAC Systems Maintenance Services based upon their submitted compensation schedule.

[Please outline your fees proposed, fee schedule, or other basis for compensation that you seek. Please where applicable; indicate hourly rates, monthly or other retainers, per project fees, or such other manner of compensation you deem appropriate to the services to be provided.]

SEE ATTACHED

Little Egg Harbor has two locations for this project. This includes 6 York air handlers, 2 Weil McLean boilers, 1 York chiller and associated circulation pumps and exhaust fans at the Townhall and Police Annex and 4 RTUs and 1 exhaust fan at the Community Center.

EXPERIENCE

PDM Group was formed in 2000 with its principal office location at 1258 South River Road in Cranbury, NJ. In 23 years, we have grown to include 20 service technicians. All our technicians are organized through UA Local 9, UA Local 475, and UA 322. Having this affiliation ensures that our staff are paid at least the prevailing rate for each labor category. This affiliation also provides for an active apprenticeship program to bring qualified individuals into the trade. To graduate from this HVAC school as a Journeyman, each person must serve a minimum of 5 years as an apprentice. Successful testing and qualified experience are required yearly to advance to the next level. Five of our Journeymen technicians are STAR HVACR certified demonstrating their mastery of the HVACR trade and signifies their advanced skill in the installation and repair of HVACR equipment. Our standard practice is to follow ASHRAE standards for HVAC equipment maintenance. The purpose of this standard is to achieve acceptable thermal comfort, energy efficiency, and indoor air quality in commercial buildings.

PDM Group dispatches technicians from the Cranbury office during normal business hours and transfers all calls directly to the on-call personnel after hours. There are no messages being sent through an answering service. When calling after hours, the customer will be speaking directly to the person responding. In the event of an emergency, all critical personnel have laptop computers and can work from anywhere there is an internet connection. PDM Group has three technicians that live in Little Egg Harbor and the surrounding area. We have clients throughout NJ and field service technicians that live throughout the state. Our technicians take their service vans home allowing them to respond quickly.

PDM Group focuses on commercial and industrial HVAC system maintenance. Manufacturers such as Carrier and Munters hire PDM for startup and commissioning service on their systems. Through the local union, our technicians are trained on every standard piece of equipment including package rooftop units, chillers, cooling towers, dehumidifiers ductless split systems, boilers, and furnaces. Our standard practice is to follow ASHRAE standards for HVAC equipment maintenance. The purpose of this standard is to achieve acceptable thermal comfort, energy efficiency, and indoor air quality in commercial buildings.

PDM Group's control team has experience with several building automation systems including those by Carrier, Trane, and Andover. Several of our staff have been involved in controls projects from inception through commissioning. Some of these projects have involved removing outdated or inoperable controls and installing new systems while maintaining the operation of the equipment. Trane and Trane's building automation system are one of the most popular equipment manufacturers in the industry. PDM has multiple technicians experienced with our Tracer system software.

COST PROPOSAL

For Little Egg Harbor, PDM proposes to visit each piece of equipment monthly to determine status. Filters will be changed 4 times per year and belts will be changed once per year. Outdoor coils will be cleaned each May or June depending on conditions. These trips include heating and cooling startups and troubleshooting during standard working hours. This service is proposed for \$36,000.00 per year billed \$3000.00 monthly. For equipment service calls, PDM's hourly rate is \$120.00 per hour Monday through Friday 7 am to 5 pm. Repairs will be quoted prior to commencement. Materials mark up are 15%. After hours calls are charged at \$180.00 per hour. Sundays and holidays are \$240.00 per hour.

HVAC SYSTEMS MAINTENANCE SERVICES

SCHEDULE 'A' **SCOPE OF SERVICES**

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC full maintenance and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the Township, all aspects of HVAC systems in Township defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful proposer's maintenance program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein.

Contractor shall repair or replace failed or worn moving parts (such as: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches).

Prior to beginning any repair or replacement, contractor will troubleshoot the system to diagnose the system's problems. The Township shall not incur any extra charge for this service. Contractor shall itemize the equipment list covered under repair or replaceable. Non-moving parts such as refrigerant/water tubes, on manufactured or produced products, environmentally hazardous materials and/or refractory replacement are excluded.

Full maintenance services shall include full labor, parts, ductwork, pipes and insulation, preventative maintenance, and all labor for repairs. Emergency services, if applicable, are to be included in the full labor and maintenance agreement.

The contractor shall provide staff that is certified and proficient in the complete maintenance and repair of chiller systems, air handlers, pneumatic systems, and a variety of package HVAC units. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by the contractor within one (1) working day from the date of the Township's request.

Contractor's staff shall have as well as be proficient in the following trades:

- Ten (10) years commercial experience
- Package HVAC units
- All mechanical, electronic aspects of HVAC systems
- Multi zone air handling systems
- A comprehensive understanding of HVAC control systems

HEATING-VENTILATION-AIR CONDITIONING (HVAC) **MAINTENANCE AND MONITORING**

- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all Township facilities.
- Contractor shall inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.
- Contractor shall provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems and provide that data to the Township at the first of every month.
- Contractor shall inspect all support structures, and provide documentation of maintenance and repairs to the Township.

HVAC SYSTEMS MAINTENANCE SERVICES

SCHEDULE 'A' (continued) SCOPE OF SERVICES

- Contractor shall inspect all moving parts or components, belts, bearings, drives, and fans, investigate noises and lubricate and adjust as recommended per manufacturers specifications.
- Contractor shall perform air-handling unit maintenance, which includes but is not limited to, all services recommended by manufacturer, replacing air filters at least quarterly, at Township facilities not covered under Proposer contract.
- Contractor shall inspect, provide oversight and documentation that Township facilities under contract with Proposer are receiving required work.
- Contractor shall perform monthly walkthroughs of HVAC systems for preventative maintenance work requests to Proposer.

**TOWNSHIP OF LITTLE EGG HARBOR
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
NONE		

☒ No addenda were received:

Acknowledged for: PDM GROUP
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: JOHN RICHARDS
(Print or Type)

Title: PARTNER

Date: 11-29-23

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 or 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

EXHIBIT A (continued)

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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Little Egg Harbor (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, 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.

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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: PDM GROUP SIGNATURE: 

PRINT NAME: JOHN RICHARDS TITLE: PARTNER

DATE: 11-21-23



RECEIVED

State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT

ELIZABETH MAHER MUOLO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

EEO MONITORING PROGRAM

33 WEST STATE STREET

P. O. BOX 206

MAURICE A. GRIFFIN
Acting Director

TRENTON, NEW JERSEY 08625-0206

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18

EXHIBIT B (continued)

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Certificate Number
633603

Registration Date: 06/12/2022
Expiration Date: 06/11/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Dennis Mundy, President

Responsible Representative(s):
John Richards, Partner

PDM Group
2022

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.