

BRISTOL TOWNSHIP
2501 Bath Road
Bristol, PA 19007

**2023-2025 HVAC Systems Maintenance
Request for Proposal**

GENERAL CONDITIONS- Exhibit "A"

1. Proposal Documents consist of the General and Special Conditions (Exhibit "A"), Proposal Form and Contractor's Affidavit (Exhibit "B") the Detailed Specifications (Exhibit "C"), Non-Collusion Affidavit (Exhibit "D"), and Contract Form, (Exhibit "E").
2. PROPOSALS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON TOWNSHIP FORMS.
3. Proposals must be typewritten, or written in ink, and must be signed by the Contractor on the enclosed form.
4. Proposals shall be emailed to the Public Works Administrative Assistant, Lisa Strong at lstrong@bristoltownship.org.
5. Proposals must remain firm for ninety (90) days from date of proposal opening and cannot be withdrawn during this period.
6. The Township of Bristol reserves the right to accept or reject all or any portion of any proposals submitted, and to make awards that will serve the best interest of Bristol Township.
7. The Contractor agrees that, if awarded the contract for the items herein specified, they will not assign, transfer or contract out the award.
8. The Contractor does hereby agree that, if awarded the contract, he will indemnify and save harmless the Township of Bristol, the Township Council – its Township Manager, Employees and Agents – from all suits and actions of every nature and description brought against them, or any of them growing out of any contract or contracts written or verbal, entered into between the successful Contractor and the Township.
10. Proposals must be in full compliance with applicable laws of the 1st Class Township Code of Pennsylvania and Bristol Township Administrative Code.

SPECIAL CONDITIONS

1. CONTRACTOR’S INSURANCE

- (a) General – Do not commence work under the contract until all insurance, and insurers, under this section have been obtained and approved by the Owner. Before or at the execution of a Contract, provide the Owner with certificates of insurance evidencing the coverage required. Have all primary and excess liability policies contain the following clause: “Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Owner by Certified Mail.” Maintain the insurance described herein until the work is completed and Final Certification of Completion has been issued. All insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Owner.
- (b) Worker’s Compensation and Employer’s Liability Insurance – Take out, pay for and maintain during the life of the contract. Worker’s Compensation Insurance in statutory required limits for the protection of all employees. Provide, pay and maintain during the life of the contract, Employer’s Liability Insurance in limits of not less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$500,000 bodily injury by disease each employee.
- (c) Commercial General Liability Insurance – Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broad form property damage; severability of interest provisions; personal injury and advertising liability; premises medical payments; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities.

The minimum limits for Commercial General Liability policy will be as follows:

- \$1,000,000 Each Occurrence
- \$1,000,000 Advertising and Personal Injury Limit
- \$2,000,000 General Aggregate per Location/Per Site
- \$2,000,000 Products and Completed Operations Aggregate
- \$50,000 Fire Damage Legal, Any One Fire
- \$5,000 Medical Payments

(d) Commercial Automobile Liability Insurance - covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.

(e) Commercial Umbrella/Excess Insurance- with the following minimum limits:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- \$5,000,000 Products/Completed Operations Aggregate

- (f) The Commercial General Liability and Automobile Liability policies will name Bristol Township as Additional Insured.
- (g) Endorsements – For completed operations and ongoing operations for construction activities must be provided by the successful contractor. A copy of the actual endorsement which has the name of the insured and their policy number listed, (no handwritten information), included with the certificate must be submitted to the Township. Attached are sample endorsements which may be completed and provided to the Township.
- (h) Proof of Insurance – Before commencing work, furnish to the Township three original certificates of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Township and the appropriate cancellation/nonrenewal notice wording.

The insurance company certificates will be in standard ACORD form and will contain the address and phone number of the insurance company or insurance agent. If appropriate, the Township reserves the right to request certified copies of the contractor's insurance coverage.

FORM OF PROPOSAL

ALL CONTRACTORS MUST USE THIS FORM, OR AN EXACT DUPLICATE FOR
SUBMITTING PROPOSALS

Contractors must return the following:

1. Form of Proposal
2. Non-Collusion Affidavit
4. Ownership Disclosure Statement

FORM OF PROPOSAL

PLACE: Bristol Township Building
2501 Bath Road
Bristol, PA 19007

PROPOSAL DUE DATE: December 7, 2022, By 12:00 PM

PROPOSAL AWARD: December 15, 2022

TO: TOWNSHIP OF BRISTOL

The undersigned, _____ after complete examination of the
(Name of contractor)
specifications and contract form of documents, hereby proposes to furnish all equipment, materials, and labor (as required) for the listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

- A. The undersigned CONTRACTOR proposes and agrees, if this Proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the proposal price and within the proposal times indicated in their proposal and in accordance with the other terms and conditions of the Contract Documents.
 - i. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect costs, progress, performance and furnishing of the work.
 - ii. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
 - iii. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham proposal; CONTRACTOR has not solicited or induced any person, firm or corporation to refrain from submitting; and CONTRACTOR has not sought by collusion to obtain for itself any advantage over any other contractor or the owner.
- B. The project may be awarded in its entirety to one contractor. The owner reserves the right to reward all or part of the proposal.

C. CONTRACTOR will complete the work in accordance with the Contract Documents for the following:

- Total for all buildings for each 12-month period.
- Total for all buildings for the total 36 months.

Bristol Township Proposal Summary Maintenance Contract

Attached is a list of equipment and scheduled service and maintenance tasks for Bristol Township to be performed in the years 2023, 2024 and 2025.

The successful contractor shall set up a shared electronic file that will be maintained by the contractor. The electronic folder shall contain copies of all service slips, service reports, work orders, service billing, testing reports / results and all associated documents shared with the owner as part of this agreement.

HVAC Maintenance Service Schedule Police and Administration Building 2501 Bath Road, Bristol

Equipment	Location	Maintenance	Intervals
Lennox RTUs (# 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, E-1 & E-2)	Rooftop	Filter Change Merv 7/8	Every Two (2) Months
		Clean Condenser Coil	Yearly: Prior to Cooling S.U.
		Clean Evap Coil	Yearly: Prior to Cooling S.U.
		Inspect & Clean Burners	Yearly: Prior to Heating S.U.
		Inspect & Clean Air Inducers	Yearly: Prior to Heating S.U.
		Inspect & Clean Flue Passage & Box	Yearly: Prior to Heating S.U.
Trane RTU #7	Rooftop	Filter Change Merv 7/8	Every Two (2) Months
		Clean Condenser Coil	Yearly: Prior to Cooling S.U.
		Clean Evap Coil	Yearly: Prior to Cooling S.U.
		Inspect & Clean Burners	Yearly: Prior to Heating S.U.
Weil-McClain Hot Water Boiler (Total of 2)	Basement	Vacuum or brush burners to remove dust and dirt.	Fall Start up
		Inspect & clean flue ways	Fall Start up
		Inspect & adjust pilot & main burner flames	Fall Start up
		Check operation of low H ₂ O cut off & additional safety devices	Fall Start up

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		Check & clear all areas of combustion & ventilation air to the boilers	Fall Start up
Nesbit Unit Heaters (UH # 1, 2, 3, 4, 5, 6, 7, 8, 9)	Basement	Check and confirm operation	Fall Service Unit
Reznor Unit Heaters (UH # 1 & 2)	Sally Port	Check and confirm operation	Fall Service Unit
Goodman RTU # 13	Sally Port	Filter Change Merv 7/8	Every 2 months
		Clean Evaporator & condenser coils	Yearly
York 7.5 Ton C. U	Ground	Clean Condenser Coil	Yearly: Prior to cooling S.U.
York Energy Recovery Ventilator	Basement/Ceiling Men's Locker Room	Replace Filters	Every 4 months
Daiken AHU # 1	Basement	Filter Change Merv 7/8	Every Two (2) Months
		Check & confirm operation of dampers	Yearly
		Check & adjust motor belt	Yearly
Daiken C.U. # 1	Ground	Clean condenser coil	Yearly: Prior to cooling system
Daiken AC #1, 2, 3 and HP #1, 2, 3	First Floor & Ground	Replace filters	Every four (4) months
		Clean condenser coil	Yearly
Macurco CO ₂ Detectors	Sally Port	Test & verify operation of Fans & Detectors	Yearly

Wastewater Treatment Facilities
1800 River Road, Croydon

Equipment	Location	Maintenance	Intervals
Oil Fired Weil-McClain H.W. Boilers (1)	Basement	Clean, Lubricate & Adjust Burner	Yearly: Prior to fall start up
		Inspect & adjust burner controls	Yearly: Prior to fall start up
		Inspect & clean combustion chamber	Yearly: Prior to fall start up
		Inspect & clean smoke pipe	Yearly: Prior to fall start up
Hot Water Unit Heaters (3)	First Floor	Clean & remove dirt from coils & heaters. Verify Operation.	Yearly: Prior to fall start up
Freidrick Split System (1)	First Floor	Replace filters	Every Two (2) months
		Clean conditioning coils	Yearly: Prior to cooling system
Coleman Heat Pump (1)	First Floor	Replace filters	Every Two (2) months
		Clean conditioning coils	Yearly: Prior to cooling/Heating system
Fujitsu Mini Split (1)	First Floor	Replace filters	Every Two (2) months
		Clean conditioning coils	Yearly: Prior to cooling system
Convectors (2)	First Floor	Clean coil & replace filter	Fall Start Up

**Highway Maintenance Building
 1630 River Road, Croydon**

Equipment	Location	Maintenance	Intervals
Greenheck Fans (EF-1&2)	Wall	Test and verify operation	Yearly - Fall
Enerco Gas fired Units (10)	Ceiling	Test and verify operation	Yearly - Fall
Reznor Units (10)	Ceiling	Test and verify operation	Yearly - Fall
Modine Unit Heaters (5)	Ceiling	Test and verify operation	Yearly - Fall

**Senior Center Facilities
 2501 Bath Road, Bristol**

Equipment	Location	Maintenance	Intervals		
York R.T.U's #1, 2, & 3 Model PLCS090A25	Rooftop	Filter Change Merv 7/8	Every Two (2) Months		
		Clean Condensing Coil	Yearly: Prior to cooling start up		
		Clean Evap Coil	Yearly: Prior to cooling start up		
		Inspect & clean burners	Yearly: Prior to heating start up		
		Inspect & clean flue passage box	Yearly: Prior to heating start up		
		Carrier Gas Electric RTU's (3)	Roof	Replace filters, clean condensers, inspect units and replace belts/parts as required	Biannually Spring and Fall

Fire/Emergency Management Building
2501 Bath Road, Bristol

Equipment	Location	Maintenance	Intervals
Roof Top Unit C.U.	Roof	Clean Coils, inspect unit	Biannually -Spring and Fall
Air Handler	Attic	Replace Filters	Biannually -Spring and Fall
Modine Electric Unit Heater	Ceiling	Test and verify operation	Yearly - Fall

K-9 Building
2501 Bath Road, Bristol

Equipment	Location	Maintenance	Intervals
Goodman Forced Air Model A-24-10	Ceiling	Inspect Unit, Replace Filters	Biannually -Spring and Fall

Marie Lowe Resource Center
1248 Marie Lowe Drive, Bristol

Equipment	Location	Maintenance	Intervals
Coleman Mini Splits (3)	Inside Perimeter	Inspect Unit	Annually- Fall

DV3
800 Coates Avenue, Bristol

Equipment	Location	Maintenance	Intervals
Guardian C.U.	Outside	Clean Coils, Inspect Unit	Annually - Spring
Lennox Air Handler	Ceiling	Inspect unit and Change Filters	Biannually Spring/Fall

Bristol Township Public Buildings Bid Cost Sheet

Equipment / Task	Scope*	Start Date	Contract Length	Yearly Cost
Administration Building	See HVAC Maintenance Schedule	1/1/2023	36 Months	12 Months (2023-2024) _____ 12 Months (2024-2025) _____ 12 Months (2025-12/31/2025) _____
Senior Center	See HVAC Maintenance Schedule	1/1/2023	36 Months	12 Months (2023-2024) _____ 12 Months (2024-2025) _____ 12 Months (2025-12/31/2025) _____
Wastewater Treatment	See HVAC Maintenance Schedule	1/1/2023	36 Months	12 Months (2023-2024) _____ 12 Months (2024-2025) _____ 12 Months (2025-12/31/2025) _____
Public Works Building	See HVAC Maintenance Schedule	1/1/2023	36 Months	12 Months (2023-2024) _____ 12 Months (2024-2025) _____ 12 Months (2025-12/31/2025) _____
Total for all buildings per 12-month period	See HVAC Maintenance Schedule	1/1/2023	36 Months	12 Months (2023-2024) _____ 12 Months (2024-2025) _____ 12 Months (2025-12/31/2025) _____

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Overall Total for all buildings for a 36-month period	See HVAC Maintenance Schedule	1/1/2023	36 Months	36 Months (2023-12/31/2025)
Yearly Service Rates	2023	ST _____	1.5 _____	2X _____
	2024	ST _____	1.5 _____	2X _____
	2025	ST _____	1.5 _____	2X _____

The contractor understands that the Township reserves the right to award all or parts of this contract as it determines is in the Townships' best interest

The contractor understands that the Owner reserves the right to reject any or all proposals, and to waive any informalities in the proposals.

The contractor agrees that this proposal shall be good for a period of ninety-days (90) after the scheduled closing time for receiving proposals and may not be withdrawn during this period.

Respectfully submitted,

Business Name

Business Address

Email

By _____

(Signature of Contractor)

Business Phone

Business Fax

Proposal Specification

1. This specification is to provide for HVAC maintenance at various locations at the direction of the Township. Equipment and parts removed from site will be disposed of in compliance with all Federal, State, and Local Laws.
2. Must have sufficient staff to fulfill manpower requirement. Staff must be qualified to maintain equipment.
3. Must submit employee list.
4. All employees must be legal residents of the USA and have the required documents.
5. The contractor must provide references from prior clients.
6. Contractor must have municipal references and experience.
7. Contractor must have \$1,000,000.00 of Liability Coverage and have Workers Compensation Insurance.
8. Except for emergency work, contractor will provide the requesting Township representative with an estimate of the time required to complete the work before starting.
9. The Township will provide contractor with a purchase order for all non-emergency work prior to starting assignment.
10. Emergency work will waive this requirement.
11. Contractor must be capable of providing emergency service and in such case respond within 1 hour of call from Township personnel.
12. Failure to respond to emergency work calls, in required time, will result in cancellation of Contract.

Acknowledgement to be submitted with proposal

Company

Signature

NON-COLLUSION AFFIDAVIT

Contract No. _____

State of _____ :

: s.s.

County of _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a potential contractor, and they will not be disclosed.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____, its affiliates,
(Name of my firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposals or any public contract, except as follows:

I state that _____ understands and
(Name of my firm)
acknowledges that the above representations are material and important, and will be relied
on by _____
(Name of public entity)
in awarding the contract(s) for which this proposal is submitted. I understand and my firm
understands that any misstatement in this affidavit is and shall be treated as fraudulent
concealment from _____ of the true facts relating to
submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____

Day of _____ 2022

Notary Public

My Commission Expires

OWNERSHIP DISCLOSURE STATEMENT

Listed below are all individuals, entities, etc. who have at least 5% interest in the company, partnership, corporation, etc. submitting this proposal:

<u>NAME</u>	<u>ADDRESS</u>	<u>%INTEREST</u>
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EQUIPMENT MATERIAL CONTRACT

AGREEMENT, made this ___ day of _____ by and between the Township of Bristol, Bucks County, Pennsylvania, hereinafter called Owner, and a corporation organized and existing under the laws of the State of a partnership consisting of the following members:

an individual, of _____ State of _____
hereinafter called Contractor.

WITNESSETH, that the Contractor and Owner for consideration named herein agree as follows:

ARTICLE 1. – SCOPE OF WORK

The Contractor shall furnish all of the materials and or equipment and provide any labor required to complete the proper operation requested and/or installation of said item entitled in strict and complete conformity with the contract documents and specifications. Contractor shall do everything required by this Agreement and the contract documents provided herein.

ARTICLE 2. – PAYMENT AND CONTRACT SUM

Owner shall pay Contractor for the performance of this Contract, subject to additions and deductions, and subject to adjustment of quantities where unit proposal is accepted, as provided in the specifications. The determination of the Owner as to quantities supplied and installed shall be final, binding unappealable and not subject to arbitration.

Payments shall be made in accordance with the provisions as set forth in the specifications. Final payment shall not be paid to Contractor until after final inspection and acceptance of the items by the Owner.

ARTICLE 3. – TIME OF COMPLETION

This contract will expire on December 31, 2025. The Contractor agrees to complete non-emergency work assignments within 5 days of receipt of a Purchase Order from the Township.

ARTICLE 4. – CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- (1) Advertisement for proposals
- (2) Instructions and Supplementary Instructions to Contractors
- (3) Actual Proposal (proposal) submitted by contractors
- (4) This Agreement
- (5) Performance Bond, Maintenance Bond and Payment Bond (as Required)
- (6) Specifications in their entirety
- (7) Addenda (if any)
- (8) All drawings, plans, and shop prints heretofore or hereafter issued
- (9) Insurance Certificates required

ARTICLE 5. – INSURANCE AND WAIVER OR LIENS PRIOR TO COMMENCING WORK

Contractor shall furnish Owner with executed Waiver of Liens and Certificates of Insurance in form and with such companies deemed appropriate by Owner, as required by the contract documents prior to supplying items.

ARTICLE 7. – CONTRACTOR REPRESENTS AND WARRANTS AS FOLLOWS:

(a) That it is financially solvent and that it is experienced in and competent to furnish the materials, supplies or equipment and,

(b) That it is familiar with, and will in performing this contract, abide by all Federal, State, Municipal and Department Laws, Statues, Ordinances and Regulations which in any way affect the items to be supplied herein and shall in any way affect employees, wages paid, their employment and materials and equipment used by Employer to perform the work herein;

(c) That such items required by the contract documents can be satisfactorily used for the purposes for which it is intended, and are new and unused, and

(d) The Contractor specifically warrants to the Township that the Contractor has carefully examined the contract documents and this Agreement and is familiar with the contents and legal effect of all the contract documents and this agreement.

(e) The Contractor specifically warrants to the Township that the Contractor is authorized, licensed, and registered to do business in the Commonwealth of Pennsylvania.

ARTICLE 8. – This Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and se their hands and seals on the day and year first above written.

BRISTOL TOWNSHIP

BY: _____

Randee J. Elton, Township Manager

ATTEST:

AFFIX

SEAL

HERE _____

(CORPORATE CONTRACTOR)

BY: _____

President

AATEST:

AFFIX

SEAL

HERE _____

HOLD HARMLESS CLAUSE

The contractor shall indemnify and save harmless the Township from and against all losses, claims, demands, payments, suits, actions recoveries, and judgments of every nature and description brought against or recoverable from the Township of Bristol by reason of any act or omission of the contractor, his agents, employees or assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of or failure to execute the work or in consequences of any negligence or carelessness connected with the execution of or failure thereof of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review or in the review of all plans, specifications, ordinances, rules, regulations and other documents published by the Township of Bristol or other agencies, governmental or otherwise, in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss for injury to the property of or to any person, which is caused by the negligence of the contractor including his negligent failure to notify the Township of Bristol of any dangerous condition requiring Township action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted in writing or by formal Board approval. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The contractor shall give to the Township authorities and all other appropriate authorities all required notices in writing relating to the work for which the contract was let including all notices of any dangerous conditions, and what precautions contractor is taking to protect against same.

The contractor is executing this agreement represents to the Township of Bristol that the contents of the Hold Harmless Clause have been communicated to any subcontractors or employees and that this representation is made on behalf of both him and all persons or organizations acting on contractor's behalf including any subcontractors.

Firm Name

President

ATTEST: _____

Secretary