

Memo
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice (610) 692-7171
Fax (610) 425-8950
E-mailddavis@eastgoshen.org

Date: February 16, 2022
To: Daily Local News
From: Derek Davis, Township Manager
Re: Bid Notice

March 28, 2022 - The East Goshen Township Board of Supervisors is soliciting bids for HVAC Services.

One copy of the proposal form and other requested documentation must be submitted to the Township, East Goshen Township 1580 Paoli Pike, West Chester, PA 19380, by no later than 10:00 A.M. on **March 28, 2022** at which time the bids will be opened and publicly read.

Bid specifications and proposal forms may be obtained from the East Goshen Township web page www.eastgoshen.org. See "Legal and Bid Notices" under the "About Us" tab.

Questions regarding this bid should be directed to the Township Manager at (610) 692-7171. Or by e-mail at ddavis@eastgoshen.org

East Goshen Township reserves the right to waive technicalities, to reject any or all bids or items herein and to make the award that is in the best interests of the Township.

Derek Davis
Township Manager

Please publish February 22, 2022 and March 14, 2022
Please send proof of publication and invoice to:

Derek Davis Township Manager
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

**EAST GOSHEN TOWNSHIP
HVAC SERVICES SPECIFICATIONS**

2022

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

A. Preventative Maintenance and Repairs: The work to be performed shall consist of supplying the required labor, equipment and materials necessary to perform preventive maintenance and repairs to the HVAC Systems at the following municipal buildings that are owned by East Goshen Township (Township):

Township Building at 1580 Paoli Pike
Public Works Annex at 1570 Paoli Pike
District Court at 1572 Paoli Pike
Police Substation at 1574 Paoli Pike
Plank House at 1600 East Boot Road
Blacksmith Shop at 1600 East Boot Road

B. The list of HVAC equipment is attached as EXHIBIT A. This list is based on the best information available to the Township.

2. EXAMINATION OF THE PROPERTY: Bidders shall inspect the HVAC Systems in each building so that they can make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden or foreseeable. Prospective bidders may inspect the HVAC Systems only during normal business hours.

Persons wanting to inspect the HVAC Systems must contact the Sue Smith at 610-692-7171 to schedule an inspection. Inspections will only be conducted on March 7th, 9th, 11th or March 14th, 16th 18th .

3. SPECIFICATIONS AND DOCUMENTS: Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstances affecting the cost of work required by said documentation.

4. EAST GOSHEN TOWNSHIP RESPONSIBILITIES:

- A. The Township shall contact the Contractor at the first evidence of a problem.
- B. The Township will advise the Contractor of the primary and secondary contact persons for the Township.

5. CONTRACTORS SCOPE OF WORK AND OBLIGATIONS: The Contractor shall supply all labor, equipment and materials necessary to perform the following:

- A. Inspection and preventative maintenance of the HVAC equipment as follows. The cost for this service shall be included in the Annual Cost.
- a. The Contractor shall conduct two (2) preventative maintenance inspections a year.
 - i. One shall be conducted in April the second should be conducted in October.
 - b. The Contractor shall (if applicable) clean the condensate drainage system within each unit, including the trap which is located adjacent to each unit.
 - c. The Contractor shall (if applicable) provide treatment to control bacteria in the condensate pans and drainage systems.
 - d. The Contractor shall perform preventative maintenance on all units in accordance with the manufacturer's recommendations.
 - e. The Contractor shall provide the Township with a written report of the work done as preventative maintenance, at the conclusion of the preventative maintenance inspection.
 - f. At each preventative maintenance visit the Contractor shall (if applicable):
 - i. Check belts, bearings and sheaves for wear or damage.
 - ii. Check fans for cracks, looseness or abnormal vibration.
 - iii. Check pump couplings for wear and damage.
 - iv. Check seal and pipe connections for leaks.
 - v. Check and log suction and discharge pressures.
 - vi. Check and log amp draws.
 - vii. Check actuators for pneumatic air leaks, broken supports and proper operation.
 - viii. Check the cooling and heating coils for leaks, lint and dirt condition.
 - ix. Check and lubricate motors.
 - x. Check motor bearings, wiring connections and amp draws.
 - xi. Check and clean coil drain pans.
 - g. Annually the Contractor shall:
 - i. Check and lubricate gearboxes.
 - ii. Check and tighten electrical connections.
 - iii. Start chiller and perform operational check.
 - iv. Check and log system pressures.
 - v. Check and log the approach.
 - vi. Perform and log Full Load Performance check.
 - vii. Disassemble and clean magnetic starters.
 - viii. Check and adjust operating and safety controls.
 - ix. Check and adjust safety controls.
 - x. Check and adjust unloaders, bypass valves, etc.
 - xi. Check and adjust outside, mixed and return air dampers.
 - xii. Check and adjust actuator and damper linkages.
 - xiii. Disassemble and clean pump strainers.
 - xiv. Evaporator coils will be cleaned on an annual basis.

xv. Condenser coils will be cleaned with chemical cleaner on an annual basis.

- B. Air Filter Service for all HVAC units. The cost for this service shall be included in the Annual Cost.
- a. The Contractor shall service the air filters on all of the HVAC units (if applicable) two (2) times a year in April and October.
 - b. Contractor shall supply all filters for all of the HVAC units.
- C. Service that is specific to the closed loop system at the Township Building. The cost for this service shall be included in the Annual Cost.
- a. The Contractor shall maintain an ethanol level of twenty-five percent (25%) by volume in the closed loop system.
 - b. The Contractor shall provide confirmation of this at each preventative maintenance inspection.
- D. Repairs to the HVAC equipment as follows:
- a. The Contractor shall provide repair services at the specified hourly rate for repairs conducted between the hours of 7:00 AM and 5:00 PM Monday thru Friday.
 - b. The Contractor shall provide repair service during any other time at the specified overtime rate.
 - c. The aforementioned hourly rates shall be all inclusive.
 - d. The Contractor shall not bill the Township for cleaning supplies, refrigerant reclamation or disposal, travel time, meals, fuel surcharges, mileage, or tolls.
 - e. The Contractor may bill a minimum of one hour for all service calls.
 - f. The Contractor shall provide the Township with a written estimate for all repair work prior to the commencement of any work. The estimate shall include the breakdown for parts & materials and labor.
 - g. The Contractor shall not perform any repair work without written authorization from the Township.
 - h. The Contractor shall be responsible for the disposal of any parts and materials that are replaced.
 - i. The Township, in its sole discretion, may require independent verification from the parts supplier of the prices paid by the Contractor for repair parts and materials.
- E. Township Building - HVAC Control System – The HVAC system at the Township Building is controlled by the StruxureWare computer program. The Township has a separate contract for the monitoring and software maintenance for this computer program.
- F. Replacement of Units – If a HVAC unit needs repair, the Township specifically reserves the right to solicit bids or proposals for the replacement of the HVAC unit from other HVAC Contractors.

6. WORKMEN'S COMPENSATION INSURANCE: The Contractor during the term of this contract shall carry workmen's compensation insurance, insuring and covering any and all persons employed by him in the performance of this contract, and before starting work on the contract, shall annually file a certificate from the insurance company certifying the issuance of such company's insurance policy and the payment of the premium thereof with the Township.

A certificate of insurance depicting the aforementioned coverage shall be submitted within ten (10) days after notification of award of the contract.

7. LIABILITY INSURANCE: The contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

A. General public liability insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000.00 per occurrence but with the aggregate limit of \$1,000,000.00.

B. Automotive liability insurance for bodily injury and property damage in the amount of \$500,000.00.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall, inter alia, **NAME THE Township AS AN ADDITIONAL NAMED INSURED** and be designed to protect the Township from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the contractor in the performance of this contract, whether such obligation is controlled by the contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of this contract and shall otherwise indemnify and hold the Township harmless from any and all manner of claims, lawsuits, judgment, damages and executions and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

C. CANCELLATION OF INSURANCE: Each and every policy of insurance maintained in accordance with the terms of these specifications or the contracts entered hereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof; and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirement set forth herein, the contractor shall be deemed to be in default and the Township shall terminate this agreement as of the effective date of said change in insurance coverage and the surety on the performance bond shall be held responsible by the Township for any loss arising as a result thereof.

D. GOVERNMENTAL IMMUNITY WAIVER: All policies of insurance required pursuant to these specifications or the contract(s) entered into therein under, shall waive any governmental immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the contractor pursuant to the terms of this contract.

A certificate of insurance depicting the aforementioned coverage limits and naming the Township as additional insured shall be submitted within ten (10) days after notification of award of the contract.

8. HOLD HARMLESS PROVISION: The contractor will indemnify and save harmless the Township and all its officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

9. BONDS:

A. Bid Bond **A Bid bond is not required.**

B. Performance Bond The successful bidder will be required to obtain and post a performance bond in the amount of 50% of the contract amount. The performance bond shall be in a form acceptable to the Township. In lieu of a performance bond the Contractor may post a certified check or a letter of credit with the Township. The check will be deposited into a non-interest bearing account by the Township for the duration of the contract. **The performance bond, letter of credit or check shall be submitted within ten (10) days after notification of the award of the contract.**

11. FORM OF BID: All bids must be on the form provided by the Township. A bidder may not withdraw his bid for a period of ninety (90) days after the bid opening.

12. BID AWARD: The determination of the low bidder shall be determined in accordance with the formula set forth in the schedule of prices. The selection of the low bidder shall be at the sole discretion of the Township. The Township specifically reserves the right to waive technicalities, to reject any or all bids or items herein, and to make the award that is in the best interests of the Township.

13. NOTICE TO PROCEED: Upon receipt of the required performance bond and certificate of insurance and execution of the agreement, a notice to proceed shall be issued by the Township.

14. BIDDERS' QUALIFICATIONS: Bidders submitting proposals must have previous experience in the maintenance and repair of similar HVAC Systems. **The bidder shall submit a minimum of five (5) references with their bid.**

15. TERM: The term of the HVAC Services contract shall be for a period of one (1) year commencing on May 1, 2022, with the Township having the option to renew the contract for two

(2) additional one (1) year periods, which option shall be exercised by the Township no later than thirty (30) days before the expiration date(s) of the contract.

If the contract is extended the cost for the Annual Cost, Standard Hourly Rate and the Overtime Hourly Rate will be increased by a percentage equal to the Consumer Price Index US City Average for all Urban Consumers for the twelve month period ending in April of 2021 and 2022 as applicable.

16. PAYMENT: The Contractor shall invoice for the Annual Cost indicated on the Schedule of Prices as follows:

- A. 50% of the Annual Cost may be invoiced at the conclusion of the preventative maintenance in April.
- B. 50% of the Annual Cost may be invoiced at the conclusion of the preventative maintenance in October.
- C. The Contractor shall invoice for repairs upon completion of the work.

17. ADDENDUM(S):

- A. Addendum(s) will be posted on the Township Web Page www.eastgoshen.org on the Public bids and RFP page. See “Legal and Bid Notices” under the “About Us” tab.
- B. Bidder shall acknowledge receipt of addendum(s) on the proposal form.

**EAST GOSHEN TOWNSHIP
HVAC SERVICES PROPOSAL FORM**

Submitted by (please print or type):

Date: _____

Firm Name _____

Address _____

Contact Person _____

Telephone _____

E-Mail _____

PA Home Improvement Consumer Protection Act No. _____

This proposal is submitted in accordance with your advertisement inviting bids to be received by the East Goshen Township for HVAC Services at the locations indicated in the Instructions to Bidder dated March 28, 2022.

After examining the HVAC Systems listed in the specifications, we confirm that we have read and understand the specifications as set forth in the Instructions to Bidders, and hereby propose to furnish said services in strict accordance with all specifications for the sums indicated, and the undersigned herein agrees to furnish all labor, materials and equipment and to perform all work necessary to complete in a workmanlike manner, the work described in the Instructions to Bidders to the satisfaction and acceptance of the Township for the sum as stated below and on the attached pages:

BID AMOUNT _____
(Total from Worksheet)

In submitting this proposal, it is understood that it is the right of the Township to reject any and all proposals or parts thereof, and to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least ninety (90) days from bid opening.

The undersigned further agrees that he or it possesses the necessary skill required to determine the adequacy of the Township's bid specifications for the purpose of arriving at the contract price, and that he has exercised this skill and that he finds them fit and sufficient for the purpose intended and free from ambiguities, and also has carefully examined the Instructions to Bidders

and the site of the work, and from his own investigations, has satisfied himself as to the nature of the work, the equipment needed for the performance of the work, the general and local conditions, and other matters which may in any way affect the work or its performance and that he has complied with every requirement of this invitation.

The undersigned hereby acknowledges receipt of the following addendum(s):

Accompanying this Proposal are the following:

- **Bidders Qualifications required pursuant to Section 14 of the Instructions to Bidders, and**
- **The Schedule of Prices and Worksheet for the Calculation of the Bid Amount.**

Attest:

(Printed or typewritten name of person executing proposal form)

HVAC SERVICES
SCHEDULE OF PRICES

FIRM NAME _____

INSPECTION and PREVENTATIVE MAINTENANCE

ANNUAL COST _____

**STANDARD HOURLY RATE FOR REPAIRS MONDAY THRU FRIDAY BETWEEN
THE HOURS OF 7:00 AM & 5:00 PM**

HOURLY RATE _____

OVERTIME HOURLY RATE FOR REPAIRS FOR ALL OTHER TIMES

HOURLY RATE _____

PERCENTAGE OF MARK UP ON PARTS

PERCENTAGE _____

WORKSHEET FOR THE CALCULATION OF THE BID AMOUNT

ANNUAL COST _____

+ FIFTY (50) HOURS OF STANDARD REPAIRS _____

+ TEN (10) HOURS OF OVERTIME REPAIRS _____

+ MARK UP IN DOLLARS ON \$5,000 OF PARTS _____
(Do not include the \$5,000 in parts)

TOTAL (BID AMOUNT) _____
(This amount should be written on Page 10)

AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 2022

between _____
hereinafter called the CONTRACTOR, and East Goshen Township, Chester County,
Pennsylvania, hereinafter called the TOWNSHIP.

Witnessed that the CONTRACTOR and the TOWNSHIP for the considerations hereafter named,
agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all the materials,
equipment and labor and perform all of the work indicated in the HVAC Services Specifications,
Instructions to Bidders, dated February 16, 2022.

ARTICLE 2 - THE CONTRACT: The TOWNSHIP shall pay the CONTRACTOR for the
performance of the contract, in accordance with the HVAC Services Specifications, Instructions
to Bidders, dated February 16, 2022, as follows: At the first regularly scheduled meeting of the
Board of Supervisors after receipt of the invoice.

ARTICLE 3 - THE CONTRACT DOCUMENTS: This Agreement and the following
enumerated documents from the contract and they are as fully a part of the contract as if attached
hereto or hereinafter repeated, and are termed the Contract Documents.

1. Notice to Bidders
2. Proposal Form and Schedule of Prices and Worksheet for the Calculation of the Bid
Amount
3. HVAC Services Specifications, Instructions to Bidders, dated February 16, 2022
4. Performance Bond
5. Addenda (if any)

ARTICLE 4 - COMMENCEMENT TIME: The CONTRACTOR hereby agrees to commence
work under this contract on the _____ day of _____, 2022.

ARTICLE 5 – JURISDICTION: This Agreement shall be interpreted under the laws of the State
of Pennsylvania.

ARTICLE 6 - EARLY TERMINATION: The TOWNSHIP reserves the right to terminate this
Agreement for cause with thirty (30) days notice. Examples of cause for early termination
include a material breach of any terms of this agreement, failure to perform the services specified
in this Agreement, failure to provide services in a timely manner, or similar failure to perform.

ARTICLE 7 - NON-WAIVER: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ARTICLE 8 - SAVINGS: If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 9 - ASSIGNMENT: The Contractor may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement (except for testing the ethanol) without the prior written consent of the TOWNSHIP.

IN WITNESS WHEREOF, the party hereto set their hands and seals the day and year first above written.

EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS

Township Secretary

CONTRACTOR

Witness

Title