

RESOLUTION NO. 2020 -448

A RESOLUTION AUTHORIZING THE PURCHASE OF THE TRANE STARTER REFRESH PROGRAM FROM TOZOUR-TRANE, KING OF PRUSSIA, PA, IN THE AMOUNT NOT TO EXCEED \$22,775.00, PURSUANT TO A NATIONAL COOPERATIVE CONTRACT WITH HARFORD COUNTY PUBLIC SCHOOLS.

WHEREAS, the City of Vineland Buildings Division is in need of the Trane Starter Refresh Program, which provides all the needed OEM replacement contactors, resistors, and interconnecting cables for chillers; and;

WHEREAS, the City of Vineland is a member of U.S. Communities and National IPA, now wholly owned subsidiaries of **Omnia Partners National Cooperative**; and

WHEREAS, Harford County Public Schools, a participant of the Omnia Partners National Cooperative, has acted as lead agency and awarded Contract 15-JLP-023, under the Category: HVAC Products, Installation, Services and Related Products and Services; and,

WHEREAS, N.J.S.A. 52:34-6.2 permits the City of Vineland to purchase the Trane Starter Refresh Program using the offered National Cooperative Contract without public bidding, subject to the submittal and acceptance of certain documentation by Tozour-Trane;

WHEREAS, the City of Vineland intends under Harford County Public Schools, under the Category: HVAC Products, Installation, Services and Related Products and Services, Contract 15-JLP-023, to purchase from Tozour-Trane, King of Prussia, PA, the Trane Starter Refresh Program, in an amount not to exceed \$22,775.00, as listed in the Quotation, dated October 15, 2020, made available through the said Cooperative Purchasing Program.

WHEREAS the Supervisor of Maintenance and the Qualified Purchasing Agent, with the concurrence of the Business Administrator, recommend the use of the National Cooperative Pricing through Harford County Public Schools for this procurement; and

WHEREAS, the City of Vineland Purchasing Agent has determined that the use of the offered National Cooperative Contract will result in cost savings after all factors, including charges for service, material and delivery have been considered and has verified that such equipment is not available through State Contract awarded by the Division of Purchase and Property in the New Jersey Department of the Treasury pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, the availability of funds for said purchase to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the City of Vineland has certified that this meets the statute and regulations governing the award of said contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VINELAND, that the Purchasing Agent is authorized to prepare a purchase order to procure the Trane Starter Refresh Program for a price not to exceed \$22,775.00.

BE IT FURTHER RESOLVED that the purchase order shall contain a requirement that “the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request”.

Adopted:

President of Council

ATTEST:

City Clerk

REQUEST FOR RESOLUTION
FOR COOPERATIVE CONTRACT AWARDS
UNDER 40A:11-12, N.J.A.C. 5:34-7.29 & LFN 2012-10
(REQUIRED FOR PURCHASES OVER \$17,500.00)



10/27/2020
(DATE)

1. Goods or Services (detailed description): Trane starter refresh program, OEM replacement contractors, resistors, interconnecting cables

2. Amount to be Awarded: \$ 22,775.00

- Encumber Total Award
- Encumber by Supplemental Release

3. Budgeted: By Ordinance No. 202008
Or Grant: Title & Year Building Maint 2020

4. **Account Number to be Charged: C-04-00-00-2008-78003

5. Contract Period (if applicable): NA

6. Date to be Awarded: ASAP

7. Recommended Vendor and Address: T020UR-TRANE
3606 Horizon DR
King of Prussia, PA 19406

8. Justification for Vendor Recommendation:(attach add'l information for Council review)
The Chiller is maintained by Trane, this is an update of there equipment.

Type of Contract: State National Regional County

Vendor's Cooperative Contract # 15-SLP-023

9. Evaluation Performed by: Jay Hares / Mike Mercado

10. Approved by: Buildings dept.

11. Attachments:
 Awarding Proposal
 Other: Quote

- Send Original To: Business Administration
- Send A Copy To: Purchasing Department

**If more than one account #, provide break down

OMNIA PARTNERS SERVICE PROPOSAL

Quote#: QJ-2667

USC# 12-20072-20-002

Date: 10/15/2020
To: Vineland City Hall
640 East Wood Street
Vineland, New Jersey 08360
Attention: Jay Hares

Re: CENTRIGUAL CHILLER STARTER REFRESH PROGRAM

Tozour-Trane is pleased to offer you this proposal to perform the following services:

Scope of Service:

The Trane Starter Refresh Program will provide all the needed OEM replacement contactors, resistors, and interconnecting cables, for chillers within 207 to 606 amps-kit includes the following:

- K1, K2, K3 Contactors on mounting plates
- Mechanical interlock
- Interconnecting cables
- Shorting Jumper cable
- Compression contactor lugs
- K4 contactor on separate plate
- Resistor banks
- LOTO Chiller
- Demo existing contactors-resistors-cables
- Provide above listed starter parts.
- Mount and wire in new contactors-resistors-cables
- Provide controls technician to verify points addition and map operation back to Trane Building Automation ES Control System. Confirm communication.
- Dry run starter to check operation
- Power up chiller and starter.
- Start up chiller and check starter transition and test operation.

Total Investment..... \$22,775.00

Notes:

1. Work is to be performed during regular business hours.
2. Applicable taxes are not included and will be added to the invoice, if required.
3. Any service not listed is not included.
4. Quote is valid for ten (10) days.
5. This project will be billed on the following progressive billing schedule: 20% upon customer authorization, 35% material procurement, 25% mobilization and 20% upon completion.
6. Proposal excludes the cost of permits, permit procurement, engineered drawings or related.

We appreciate your business. If you have any questions or concerns, please do not hesitate to call me at 609-774-4886.

Thank you,

Matthew Rawlik
Service Account Manager
Email: mrawlik@tozourtrane.com

Authorized by: _____

Title: _____

Purchase Order No: _____

Date: _____

Proposal accepted:

Acceptance of this proposal by buyer is expressly conditioned upon each of the terms, provisions and conditions set forth on the attached.

TERMS AND CONDITIONS

1. **Performance.** Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof is subject to the approval of the Credit Department of Tozour Energy Systems and is also contingent upon strikes, accidents, fires, the inability to procure materials from the usual sources of supply, or upon any like or unlike cause beyond the control of Tozour Energy Systems. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, Tozour Energy Systems may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Tozour Energy Systems and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Tozour Energy Systems to the date of cancellation.

2. **Payment and Taxes.** Customer will pay Tozour Energy Systems' invoices within net thirty (30) days of invoice date. Interest of 1½% on unpaid balances may be charged by Tozour Energy Systems. Tozour Energy Systems may discontinue services whenever payment is overdue. Unless otherwise agreed, Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by Tozour Energy Systems or, alternatively, shall provide Tozour Energy Systems with acceptable tax exemption certificates.

3. **Warranties.**

A. Tozour Energy Systems warrants that: (1) Trane manufactured material is free from defect in material and manufacture for a period of twelve months from date of start-up or replacement. Tozour Energy Systems' obligation under this warranty is limited to repairing or replacing the defective part at its option; (2) Labor is warranted (to have been properly performed) for a period of 90 days from completion. Tozour Energy System's obligation under this warranty is limited to correcting any improperly performed labor; (3) Non-Trane equipment and/or parts are not warranted by Trane. Warranties for such equipment and parts are those extended to Tozour Energy Systems by the respective manufacturer.

B. There are absolutely no other warranties extended, including any implied warranties of FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY.

4. **Limitation of Liability.** NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

5. **Legal Compliance.** Tozour Energy Systems will comply with applicable federal, state and local laws and obtain requisite temporary licenses and permits for it work hereunder. Customer will obtain at its cost any requisite permanent licenses and permits.

6. **Attorneys Fees.** "If the services of an attorney are required by an party to secure the performance hereof or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this AGREEMENT or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief to which he may be entitled. Any award of damages following fiduciary remedy or arbitration as a result of the breach of this AGREEMENT or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law."

7. **Insurance.** Tozour Energy Systems agrees to carry insurance in the following minimum amounts:

- A. Commercial General Liability: \$1,000,000 per occurrence
- B. Automobile Liability: \$1,000,000 CSL
- C. Workers Compensation: Statutory Limits

8. **Asbestos And Hazardous Materials.** Tozour Energy Systems' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Tozour Energy Systems, there are no Hazardous Materials on the Premises that will in any way affect Tozour Energy Systems' Work and Customer has disclosed to Tozour Energy Systems the existence and location of any Hazardous Materials in all areas within which Tozour Energy Systems will be performing the Work. Should Tozour Energy Systems become aware of or suspect the presence of Hazardous Materials, Tozour Energy Systems may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Tozour Energy Systems. Tozour Energy Systems shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Tozour Energy Systems be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

9. **Entire Agreement.** This instrument embodies the entire agreement between Customer and Tozour Energy Systems. Any modifications or amendments must be in writing and signed by both parties.

Remote Connectivity. Remote connectivity services refers to services by Tozour Energy Systems provided, to any extent using any method of connecting to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data via phone modem, internet or other agreed upon means. The SMART Services, including any reports and other information Tozour Energy Systems provides, are intended to provide operational assessments and recommendations.

Electronic Monitoring. Any electronic monitoring Tozour Energy Systems performs is undertaken solely to enable Tozour Energy Systems to collect the data and perform any analysis included in Tozour Energy Systems' Services. Customer agrees that Tozour Energy Systems is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.

TERMS AND CONDITONS (continued)

Data Collected. Customer hereby grants to Tozour Energy Systems the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Tozour Energy Systems collects from Customer. Tozour Energy Systems shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Tozour Energy Systems will collect from Customer will not include any personal or individual information. Upon Customer's written request, Tozour Energy Systems will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Tozour Energy Systems will use commercially reasonable efforts to store Customer's data for up to 18 months. Tozour Energy Systems cannot guarantee the availability of the data.

Data Privacy and Security. Tozour Energy Systems has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Tozour Energy Systems immediately of any unauthorized use of Customer's user name(s) or

password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Tozour Energy Systems cannot ensure total control of the security of such systems. Tozour Energy Systems will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Tozour Energy Systems from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Tozour Energy Systems will notify Customer of any breach in security of which Tozour Energy Systems become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Tozour Energy Systems immediately. Tozour Energy Systems does not disclose Customer's information to third parties for their marketing purposes, but Tozour Energy Systems does use third party software and services to assist Tozour Energy Systems with collecting and analyzing information. Tozour Energy Systems may also disclose Customer's information if required to do so by law, in which case, Tozour Energy Systems would inform Customer of such disclosure.