

SPECIFICATIONS

The purpose and intent of this public bid is to obtain for the County of Union a vendor who will be responsible for providing service for **INSTALLATION, REPAIRS AND/OR MAINTENANCE SERVICES FOR AIR CONDITIONING AND REFRIGERATION UNITS FOR ALL COUNTY OWNED OR LEASED PROPERTIES.**

The County of Union has an in-house capability for routine maintenance and/or repair of air conditioning and refrigeration units within buildings owned or leased by the County of Union. At times, emergencies arise, or the required work is beyond either the capability or the available time of the inhouse staff.

The purpose of the bid is to engage a competent firm having the required manpower, equipment and abilities to replace, service, test and repair the centrifugal chillers, absorption chillers, reciprocating chillers, package units, split-systems, heat pumps, cooling towers, tower and chill water pumps, control valves, pumps, Liebert computer room systems, refrigeration systems, supply and exhaust systems, chilled and condenser water systems, instrumentation, and control systems consist of a mixture of pneumatic, electric, electronic direct digital equipment. Various types of systems within the County of Union consist of but are not limited to: Johnson, Trane, Carrier, York and McQuay products.

Further, the intent of the ensuing contract shall be to accomplish repairs, major or minor, of the systems and some installation of new systems on a small scale. If a need arises for a large scale replacement or installation, it shall be up to the sole discretion of the County whether to use the contract resulting from this public bid or to bid the project separately. A change order, allowable under the open ended nature of the ensuing contract, may be required to accomplish a large project.

1. LOCATIONS OF WORK

The maintenance and/or repair work to be provided on various units located within all County of Union buildings owned or leased by the County.

The hourly rate bid shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only.

2. CONTRACTOR QUALIFICATIONS

The Bidder must be experienced in servicing and repairing the type and size equipment and controls outlined in these specifications. Bidders must document the experience of their company and the experience of its workforce. Each bidder shall submit with their bid an experience statement naming facilities presently under contract with similar equipment along with the names and phone numbers of the main contact person at each facility. As a minimum, one (1) reference should be a correctional facility, one (1) reference should be a central powerhouse and one (1) should be a medical facility. The County shall validate the facilities listed by the Bidder and/or examine the bidder's equipment should any questions arise to the Bidder's qualifications to perform.

The service contractor shall provide documentation as to their expertise in the fields of service specified. This may include Certificates of Training, Education and Authorized Dealership.

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: **Air Conditioning & Refrigeration**. Official prevailing wage determinations are issued by the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance,

Public Contracts Section, for specific projects and services. If and when the Wage Determination hourly rate is increased by the State, it is the intent of these specifications to recognize that the wage determination shall be considered a benchmark and if that benchmark is increased by the State, the contractor will have the ability to ask for an increase in the contracted hourly rate of this public bid in that exact same amount as the posted State increase and, if judged to be in the best interests of the County of Union, a new hourly contract rate will be allowed.

Although these pages include State required notation of the use of subcontractors due to the mandated use of Wage Determination, the service contractor will be solely capable of all specified service detailed herein.

The successful contractor must possess a valid license in the name of a company principal as issued by the State of New Jersey.

All work shall be performed by experienced air conditioning & refrigeration mechanics in a safe and workmanship manner approved by the County and in compliance with all current air conditioning & refrigeration and OSHA codes.

The County has the right to validate the work performed at each facilities listed by the bidder with phone calls and/or site visits.

3. HOURLY LABOR RATES

Labor hours are shown in the proposal page for bid purposes only. We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County anticipates. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked. **The labor charge should include all travel time. No additional travel will be honored.**

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: **Air Conditioning & Refrigeration**. If and when the Wage Determination hourly rate is increased by the State, these specifications hereby declare that the wage of determination shall be considered a benchmark and if that benchmark is increased by the State, the contractor will have the ability to ask for an increase in the contracted hourly rate of this public bid in that exact same amount as the posted State increase and, if judged to be in the best interests of the County of Union, a new hourly contract rate will be allowed.

The County of Union has existing service contracts for various trades, such as pipefitting. It would be a requirement of the successful bidder of this contract that he could work seamlessly with the other County contractors and/or County personnel if a repair project contained additional aspects to it other than the electrical system repair and maintenance.

It is the policy of the County of Union to avoid scheduling any work that exceeds 8 hours a day and to avoid scheduling work on Saturdays, Sundays and Holidays. Therefore, the successful bidder will be determined by the regular hourly rate bid. In the rare event that the County asks the service contractor to work after hours, the allowance of a time and a half rate charge and/or double-time rate charge will be in accordance with the Wage Determination of **Air Conditioning & Refrigeration** for Overtime.

The contractor shall be wholly responsible for any and all costs involved in the performance of the specified service, including, but not limited to: Travel expenses, cleanup materials, tools*, equipment*, and safety supplies.

*In the extraordinary event that a particular job needs a tool or piece of equipment outside the parameters of what a qualified contractor would have at his disposal, such as a crane or a specialized diagnostic tool, the

contractor shall immediately notify the County employee in charge of the service. The County then may, according to its own best interest:

1. Rent or buy the necessary tool or equipment on quotation from a third party.
2. Instruct vendor to rent tool on the behalf of the County and pass along the charge AT COST to the County. The County shall preapprove the rental as being of fair market value. No mark-up shall be allowed in this instance.

4. REQUEST FOR SERVICES

Due to the urgency of emergency service to the County's courthouses, jails, juvenile detention center, powerhouse, data centers, and hospital the Contractor shall have the capability of responding to a request for services within **thirty (30) minutes**. The thirty (30) minute response time applies to Regular Time, Overtime, Saturdays, Sundays and Holidays. Bidders with an office that is further than thirty (30) minutes traveling time from the County Courthouse Complex in Elizabeth shall submit a letter with their bid detailing how they propose to meet the required response time. Emergency services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays. Request for services affecting the jail, hospital patient areas, the powerhouse, and the safety of the general public shall be regarded as priorities and shall be responded to accordingly. A 24 hour manned phone number shall be indicated on the appropriate bid form page. Three documented failures to comply shall be considered cause for termination of contract. Emergency service calls shall be defined as safety hazards that cannot wait regular scheduling. Contractor shall respond to regular service calls by scheduling work to occur during regular work hours and within 48 hours of receipt of County purchase order number. Service contractor must sign a log book for each visit to a County of Union site, and must verify the site visit with a County representative. Requests for services at any County building or facility shall only be made by the following persons or an authorized representative:

Director of the Division of Facilities Management: (908) 527-4240 or his designee.

Director of Maintenance, Runnells Specialized Hospital: (908) 771-5866 or his designee.

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of workers and their hours, intended use of apprentices or helpers, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above. All invoices are required to include the proper purchase order number, which can be obtained by contacting the appropriate division/department requesting services.

5. FURNISHING REPAIR PARTS

The Contractor shall advise the County of any parts and/or materials required to perform the requested repairs or installation. The County shall furnish all parts and/or materials required unless the Contractor is requested to furnish them. Where directed to furnish parts and/or material, the Contractor shall submit a cost estimate to the County for budgetary purposes.

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

Materials, equipment and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, ordinances and regulations. All work shall be executed in a workmanlike manner and shall present a neat and professional appearance when completed.

6. WARRANTY

Repair parts shall be unconditionally guaranteed for a minimum of one (1) year beginning after the acceptance by the County, including all labor, materials, travel time and freight. Manufacturer's warranty shall apply if greater.

7. PAYMENT FOR REPAIR PARTS

The County estimates spending \$202,000 for parts and materials (excluding mark-up) as part of the service work throughout the term of the contract. Parts/Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County. The contractor shall maintain an adequate inventory of applicable supplies, spare parts and replacement equipment within the service vans, or at contractor's place of business, in order that emergency repairs can be made to the using agency's equipment at once with a minimum of shut-down time.

The hours for which payment shall be made will be for the time on the job site only. No payment shall be made for the travel time to and from the site of any work under this contract.

8. INSTRUCTIONS FOR 1C ON BID FORM PAGE

For the purpose of this Bid: assume repair parts and materials estimate of \$202,000. Calculate percentage of mark up charges on wholesale cost of repair parts by multiplying \$202,000 by your standard markup %, add that product to \$202,000 and put that sum on the appropriate line of the bid form page.

e.g. \$1,000 x 1% = \$10. Adding that to \$1,000 would give you a sum of \$1,010.

9. TERMS

Contract period shall be twenty-four (24) consecutive months upon the signing of the contract with the provision for one (1) twenty-four (24) month extension subject to the following limitations: the extension contract shall be awarded by resolution of the governing body (within 60 days prior to the expiration date) upon a finding by the governing body that the services are being performed in an effective and efficient manner.

Payment to Vendor is to be made within forty-five (45) days after receipt of Vendor's invoice and a signed County voucher attesting to the delivery of goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Division/Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The County reserves the right to terminate this agreement with written notice to the contractor thirty (30) days prior to such action.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE AN OPEN END CONTRACT AS ALLOWED UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO (0) HOURS AND THE MAXIMUM SHALL BE 5840 HOURS FOR JOURNEYMAN AND 340 HOURS FOR APPRENTICE/HELPER AND THE MINIMUM FOR MATERIAL AND PARTS PROVISION SHALL BE ZERO (0) DOLLARS AND THE MAXIMUM SHALL BE \$202,000.00.

10. ESTIMATE OF WORK HOURS

TO ASSIST BIDDERS IN PREPARING PROPOSALS, THE FOLLOWING HISTORICAL DATA IS PROVIDED AS TO THE AMOUNT OF WORK HOURS SUPPLIED BY / REQUIRED OF PREVIOUS VENDORS:

2011---**2800** HOURS

2012---**2600** HOURS

2013---**2400** HOURS

First 24 Months of Contract: **6180** HOURS (ESTIMATED)

THE COUNTY DOES NOT AND WILL NOT WARRANT OR GUARANTEE THE AMOUNT OF WORK HOURS TO BE SUPPLIED / REQUIRED IN ANY GIVEN DAY, WEEK, MONTH OR YEAR OR IN THE AGGREGATE PURSUANT TO ANY CONTRACTUAL AGREEMENT AWARDED UNDER THESE BID SPECIFICATIONS. NOTHING CONTAINED IN ANY OF THE BID DOCUMENTS SHALL BE CONSTRUED TO GUARANTEE OR WARRANT ANY AMOUNT OF WORK HOURS. THE WORK HOURS SET FORTH HEREIN CONSTITUTE EITHER HISTORIC INFORMATION OR ESTIMATES OF FUTURE NEEDS AND MAY NOT BE INDICATIVE OF THE ACTUAL WORK HOURS TO BE EXPERIENCED IN THE FUTURE.

NOTHING HEREIN SHALL ENTITLE THE SUCCESSFUL BIDDER TO ANY CLAIM TO AN HOURLY PRICE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT THE ACTUAL WORK HOURS SUPPLIED/ REQUIRED UNDER THIS AGREEMENT ARE MORE OR LESS THAN HISTORICAL WORK HOURS OR ANY PROJECTION OF FUTURE WORK HOURS THAT MAY BE CONTAINED HEREIN.

BID FORM PAGE

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HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE **AIR CONDITIONING & REFRIGERATION SYSTEMS REPAIRS, MAINTENANCE AND INSTALLATION SERVICES** FOR THE DIVISION OF FACILITIES MANAGEMENT AND RUNNELLS SPECIALIZED HOSPITAL OF THE COUNTY OF UNION IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION.

All estimates are to be considered "more or less".

<u>Item#</u>			<u>Unit Price</u>		<u>Sub-Total</u>
1a-	<u>5840 Hours</u>	X	\$ _____	=	\$ _____
	Estimated Regular Work Hours		Hourly Rate		
	For Journeyman – 24 months				
1b-	<u>340 Hours</u>	X	\$ _____	=	\$ _____
	Estimated Regular Work Hours		Hourly Rate		
	For Apprentice/Helper – 24 months				
1c-	(\$ 202,000.00 x _____ %		+ \$ 202,000.00	=	\$ _____
	Mark up*				

*** IN THE BEST INTERESTS OF THE COUNTY
NO MARK-UP SHALL BE ACCEPTED OVER 15%**

(Sum of Items# 1a, 1b, 1c) = \$ _____ **Not To Exceed**
GRAND TOTAL

Location of Bidder's Main Office & Facilities _____
(Address)

(City) (Zip Code)

(24-Hour Manned Phone Number)

NAME OF BIDDER: _____

BID FORM PAGE

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THE PERIOD OF THE CONTRACT SHALL BE FOR TWENTY-FOUR (24) CONSECUTIVE MONTHS WITH PROVISION FOR ONE (1) TWENTY-FOUR (24) MONTH EXTENSION SUBJECT TO THE FOLLOWING LIMITATIONS: THE EXTENSION CONTRACT SHALL BE AWARDED BY RESOLUTION OF THE GOVERNING BODY (WITHIN 60 DAYS PRIOR TO THE EXPIRATION DATE) UPON A FINDING BY THE GOVERNING BODY THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER.

NJSA 40A: 11-15 PROVIDES THAT ANY PRICE CHANGES PURSUANT TO EXTENSIONS OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE BASED UPON THE PRICE OF THE ORIGINAL AGREEMENT AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSION AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THIS AGREEMENT IS RENEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENT INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE US DEPT. OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS.

ANY EXTENSION OF THE ORIGINAL TERM OF THIS AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS BY THE COUNTY OF UNION PURSUANT TO NJSA 40A: 11-15.

NAME OF BIDDER: _____

EXTENSION FORM FOR UNION COUNTY
COOPERATIVE CONTRACT PURCHASING SYSTEM

ACCOMMODATION OF LOCAL CONTRACTING UNITS WITHIN THE COUNTY OF UNION:

[] **CHECK HERE** IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO LOCAL GOVERNMENTAL CONTRACTING UNITS LOCATED WITHIN THE COUNTY OF UNION, UNION COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM # **CK-06-UNION** WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE CONTRACTING UNITS, SUBJECT TO THE OVERALL TERMS OF THE CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICE OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPECIFICATIONS.

[] **CHECK HERE** IF **NOT** WILLING TO EXTEND PRICES TO CONTRACTING UNITS LOCATED IN THE COUNTY OF UNION. THIS WILL NOT AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE RESPONSIVE BIDDER DOES NOT EXTEND HIS PRICES TO THE REGISTERED MEMBERS, THE CONTRACT FOR THE STATED NEEDS OF UNION COUNTY WILL BE AWARDED TO SAID LOWEST RESPONSIBLE RESPONSIVE BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

Initial

NAME OF BIDDER: _____

EXPERIENCE STATEMENT

The Bidder must be experienced in servicing and repairing the type and size equipment and controls outlined in these specifications. Bidders must document the experience of their company and the experience of its workforce. Each bidder shall submit with their bid an experience statement naming facilities presently under contract with similar equipment along with the names and phone numbers of the main contact person at each facility. As a minimum, one (1) reference should be a correctional facility, one (1) reference should be a central powerhouse and one (1) should be a medical facility. The County shall validate the facilities listed by the Bidder and/or examine the bidder's equipment should any questions arise to the Bidder's qualifications to perform.

NAME OF BIDDER: _____

EXPERTISE STATEMENT

The service contractor shall provide documentation as to their expertise in the fields of service specified. This may include Certificates of Training, Education and Authorized Dealership.

NAME OF BIDDER: _____

WARRANTY

Provide details of warranty.

NAME OF BIDDER: _____

LICENSE

The successful contractor must possess a valid license in the name of a company principal as issued by the State of New Jersey.

NAME OF BIDDER: _____