

SPECIFICATIONS

The purpose and intent of this public bid is to obtain for the County of Union a vendor that will be responsible for providing service for **DOOR SYSTEMS SERVICE-ENTRANCE, OFFICE ET AL.** The County of Union has an in-house capability for routine maintenance and/or repair of the doors and door systems of the buildings owned or leased by the County of Union. At times, situations may arise that require outside expertise. The purpose and intent of this public bid is to obtain for the County of Union a vendor that will be responsible for providing installation and repairs to doors. Systems consist of various types of hollow metal and wooden doors, aluminum storefront doors, steel fire doors, bi-fold doors and accordion doors in various buildings owned or leased by the County. Repair parts, such as hinges, door closers, gears, rollers, cables, pulleys, track and other hardware, which require replacement through normal wear, may need to be installed to effect repairs. Contractor must have the required manpower, equipment and abilities to service the doors and named herein and any other additions made over the term of the contract.

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.

I. QUALITY

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.

II. WARRANTY

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

III. TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Union, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

IV. EXPERIENCE

Contractor shall have and assign technicians to the County that possesses a minimum of three (3) years experience working on similar scope and size projects. Submit with the bid, references of at least three recent projects applicable to this application.

V. QUOTATIONS

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 department requesting services. The County reserves the right to delete or add additional units as needed, at contract bid prices.

VI. REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirements, the County may take steps to terminate the contract. In this event, the County may authorize the delivery of contract items by any

available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed by contractor.

VII. COMPLIANCE STANDARDS

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.

VIII. REQUEST FOR SERVICES

Due to the urgency of emergency service to the County's courthouse complexes, jails, juvenile detention center, powerhouse, hospitals, etc., the Contractor shall have the ability to respond to Emergency service calls with a **two (2) hour on-site response time**. Specifically, contractor shall respond with a call back within one (1) hour and be on site within one (1) additional hour. Emergency services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays. Bidders with an office that is further than two (2) hours 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. Three documented failures to comply shall be considered cause for termination of contract. Emergency service calls shall be defined as safety hazards requiring immediate attention that cannot await regular schedules. 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. Request for services at any County building or facility shall be made by the following persons or an authorized representative:

- **Director of the Division of Facilities Management (908) 527-4240 or his designee.**
- **Assistant Director of Maintenance, Runnells Specialized Hospital (908) 771-5866 or his designee.**

IX. ACCESS TO COUNTY LOCATIONS

Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County building. All personnel or agents of the contractor must observe all rules and regulations in effect at the buildings. Employees or agents of the contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees or agents of the County.

X. USE OF THE SITE

The contractor shall confine his operations to those areas designated by the respective Department heads or their Designees. He shall at all times keep the premises free from accumulation of waste materials or other debris caused by his operations. At the conclusion of the work, he shall remove all waste materials, tools and equipment from the site.

XI. COORDINATION

The Contractor shall coordinate his work with the department head or his designee. All work shall be performed so that any interruption of the normal operations shall be minimized. The successful contractor shall provide cellular telephone numbers for managers, supervisors and technicians as requested by the Department head or maintenance supervisor.

XII. 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.**

The State of New Jersey has decided that the Wage Determination for the field of service applicable to this bid falls under the title: **Carpenter**. 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 electrical. 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 specified service of these specifications.

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, therefore, no subcontractors or subcontracting of work specified herein are permitted.

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 will be in accordance with the Wage Determination of **Carpenter** 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.

XIII. PAYMENT FOR BRAND NAME PARTS/ EQUIPMENT

The County estimates spending \$50,000 for parts/equipment as part of the service work and installation throughout the term of the contract. The contractor shall maintain an adequate inventory of applicable supplies, spare parts, and replacement equipment within the service vans or at place of business to ensure that emergency repairs can be made to the using agency's equipment promptly with a minimum of shut-down time. For the purpose of this Bid: assume parts/equipment costs for Brand Names listed below at a set estimate of \$50,000. Pricing on this line is to be based on a MARK-DOWN percentage from known and published LIST Prices for the brand names listed. Manufacturer's price lists for each of the brand names referenced below shall be submitted post- bid by the winning vendor and clearly marked as such. Each invoice to the County shall indicate both the manufacturer's list price and the County's discounted (marked- down) price. Computer-generated price listing either on paper or CD is acceptable. All parts are to be invoiced at catalog list price less the percentage (%) mark down on the bid form page for the brand names listed. List pricing page references should be marked for each invoice to the County to facilitate the review of their accuracy.

Note: If any parts are supplied from the stockpile of the contractor and no invoices can be provided, any quotes with said parts listed shall be marked appropriately and the fair market value of the parts shall be attested to by the County before purchase.

Please note: the following list of brand names refers to existing brands now used in County systems. Funds for the discounted parts/ equipment shall come from the materials line item # **1c** on the bid form page.

AMWELD	CESCO	EGGERS INDUSTRIES
KAWNEER	L.I. FIRE DOOR	N.Y. FIRE DOOR
REBCO	STANLEY	VISTAWALL

THE HOURS ESTIMATED AND THE ESTIMATES FOR THE DIFFERENT BRAND NAMES OF ALL THE EQUIPMENT ARE ALL TO BE CONSIDERED “MORE OR LESS” WITH THE MINIMUM TO BE USED FOR EACH LINE ITEM OF EQUIPMENT BEING CONSIDERED “ZERO” AND THE MAXIMUM THE DOLLAR ESTIMATE ON THE BID FORM PAGE. THOSE DOLLAR ESTIMATES MAY BE EXCEEDED FOR ANY ONE BRAND OF EQUIPMENT PROVIDED THAT THE FULL CONTRACT AWARD IS NOT EXCEEDED. IF ADDITIONAL HOURS AND/OR EQUIPMENT IS NEEDED, THE COUNTY MAY INCREASE THE TOTAL OF THE FULL CONTRACT AWARD THROUGH LEGAL CHANGE ORDER AND THE SUCCESSFUL BIDDER SHALL BE BOUND TO THE ORIGINAL BID PRICING BARRING EXTREME CIRCUMSTANCE.

The formula to determine discount for the Brand Names that we will be using in bulk is as follows:

EDF* minus (EDF* times the % of discount) = the subtotal of the group.

e.g., if the EDF was \$1,000 and the discount bid was 10%:

Brand Name X : \$1,000 - (\$1,000 X 10 %) = \$ 900

*EDF being the **E**stimated **D**ollar **F**igure

XIV. PAYMENT FOR PARTS/EQUIPMENT NOT LISTED IN SECTION XIII

The County estimates spending \$26,000 for repair parts and installation materials (excluding mark-up) not listed in brand names as part of the service work throughout the term of the contract, e.g. rollers, hinges, wire, connectors, conduit. Parts/Materials Prices: All materials shall be invoiced at actual wholesale cost plus a percentage (%) markup. Copies of the supplier’s invoices billed to the contractor 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 contractors 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.

XV. INSTRUCTIONS FOR 1D ON BID FORM PAGE

For the purpose of this Bid: assume repair parts and materials estimate not on the list in Section XIII of \$26,000.00. Calculate percentage of MARK-UP charges on wholesale cost of repair parts by multiplying \$26,000.00 by your proposed markup %, add that product to \$26,000.00 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

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

XVI. TERMS

CONTRACT PERIOD: A period of 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 the 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 Department head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

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.

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

XVII. OPEN ENDED CONTRACT

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 570 hours, the minimum purchase of parts to be zero (0) dollars and the maximum 76,000 dollars.

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 **DOOR SYSTEMS SERVICE-ENTRANCE, OFFICE ET AL** for all County owned and leased properties 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>285 Hours</u> Estimated Regular Work Hours For Journeyman -24 months	X \$ _____ Hourly Rate	= \$ _____
1b: <u>285 Hours</u> Estimated Regular Work Hours For Helper -24 months	X \$ _____ Hourly Rate	= \$ _____

1c: 1c- Brand Name Parts Discount (See Section XIII)

Amweld	\$4,000.00 – (\$4,000.00 x _____) Discount	= \$ _____
Cesco	\$4,000.00 – (\$4,000.00 x _____) Discount	= \$ _____
Eggers Industries	\$4,000.00 – (\$4,000.00 x _____) Discount	= \$ _____
Kawneer	\$4,000.00 – (\$4,000.00 x _____) Discount	= \$ _____
L.I. Fire Door	\$8,000.00 – (\$8,000.00 x _____) Discount	= \$ _____
N.Y. Fire Door	\$8,000.00 – (\$8,000.00 x _____) Discount	= \$ _____
Rebco	\$5,000.00 – (\$5,000.00 x _____) Discount	= \$ _____
Stanley	\$8,000.00 – (\$8,000.00 x _____) Discount	= \$ _____
Vistawall	\$5,000.00 – (\$5,000.00 x _____) Discount	= \$ _____
		\$ _____ Total for 1c

NAME OF BIDDER _____

BID FORM PAGE

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Item#

Unit Price

Sub-Total

1d: (\$26,000.00 x _____ %) + \$26,000.00 = \$ _____
Mark up*

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

(Sum of Items #1a, 1b, 1c, 1d)

\$ _____
GRAND TOTAL (NOT TO EXCEED)

NAME OF BIDDER _____

BID FORM PAGE

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THE PERIOD OF THE CONTRACT SHALL BE FOR (24) TWENTY-FOUR CONSECUTIVE MONTHS WITH PROVISION FOR (1) ONE (24) TWENTY-FOUR 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.

N.J.S.A. 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 EXTENSIONS 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 REVIEWED. THE INDEX RATE IS PROMULGATED BI-ANNUALLY BY THE STATE OF NEW JERSEY, DIVISION OF LOCAL GOVERNMENT SERVICES AND IS BASED ON THE ANNUAL PERCENTAGE INCREASE IN THE IMPLICIT PRICE DEFLECTOR FOR STATE AND LOCAL GOVERNMENT SERVICES, COMPUTED QUARTERLY BY THE U.S. DEPARTMENT 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 N.J.S.A. 40A:11-15.

NAME OF BIDDER _____

EXPERIENCE STATEMENT

Please list 3 references.

NAME OF BIDDER _____

WARRANTY

Provide description or attach copy of warranty.

NAME OF BIDDER _____