

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 & GATE SYSTEMS SERVICE- OVERHEAD ET AL.** Systems consist of various sizes of motorized and non-motorized sectional overhead garage doors, steel roll-up garage doors, steel roll-up fire doors, sliding electro-mechanical steel doors, and gates in various buildings owned or leased by the County. Contractor must have the required manpower, equipment and abilities to service the doors and gates named herein and any other additions made over the term of the contract. It shall be the responsibility of the contractor to provide services for all units on the list included herein and for any additional units that the County may identify over the term of the contract.

All fire and tambour doors work in conjunction with the fire alarm system and are mandated by the NFPA (National Fire Protection Association) to have annual inspection and testing performed. Upon satisfactory completion of tests, appropriate stickers that have been signed and dated must be affixed to the frame of each door.

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. Manufacturer's 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 employ 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. HOURLY LABOR RATES

Labor hours are shown in the proposal page for bid purposes only. The County has attempted to accurately reflect a true picture of the approximate amount of labor hours anticipated. 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: Millwright. 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 Millwright 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.

VII. PAYMENT FOR BRAND NAME PARTS/EQUIPMENT

The County estimates spending \$40,000 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 \$40,000. 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.

AMARR LIFTMASTER COOKSON WAYNE DALTON

VIII. PAYMENT FOR PARTS/EQUIPMENT NOT LISTED IN SECTION VII

The County estimates spending \$20,000 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.

IX. 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 VII of \$20,000.00. Calculate percentage of MARK-UP charges on wholesale cost of repair parts by multiplying \$20,000.00 by your proposed markup %, add that product to \$20,000.00 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%

X. FABRICATION INSTRUCTIONS FOR 1E ON BID FORM PAGE

Some of the overhead doors and gates require specialized parts that require fabrication. The contractor shall perform all work necessary to manufacture any such parts at the hourly rate of the bid and shall bill the County for materials used at a fair market rate. The County will require quotations and will do all necessary research to assure that the contractor is providing specialized parts at an equitable price. All vendor invoices and all County vouchers must separate repair parts that are procured by the vendor (and marked up) from the fabricated parts. Funds for the fabricated parts shall be drawn from the constant lump sum factor on the bid form page, item # 1e. The lump sum of \$15,000.00 shall be added by the bidder to the Grand Total amount.

XI. REQUEST FOR SERVICES

Due to the urgency of emergency service to the County jails, courthouse complexes, 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. Three documented failures to comply shall be considered cause for termination of contract. Emergency service calls shall be defined as safety hazards that cannot await 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. 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.

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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 880 hours, the minimum purchase of parts to be zero (0) dollars and the maximum 60,000 dollars.

The following pages are a list of the doors and gates to be serviced under this contract. It is **NOT** intended as the full service breadth of the contract, as the quantity of doors and gates may be amended over the term of the contract and any new additions or non-listed equipment shall always fall under this contract.

List of current Overhead Doors (Sectional, Roll-up, Fire), Sliding Electro-Mechanical Steel Doors & Gate List for the Division of Facilities Management and Runnells Specialized Hospital

Quantity	Location	Motor	Door/ Gate Type
3	Administration Building, 10 Elizabethtown Plaza, Elizabeth	Y	Chain – Link Gate
1	Courthouse Building Complex, 2 Broad St., Elizabeth	Y	Overhead Sectional Garage Door
2	“	Y	Steel Roll-Up Garage Door
5	“	N	Steel Roll-Up Fire Door
3	“	N	Aluminum Roll-Up Door
4	Oriscello Correctional Facility, 15 Elizabethtown Plaza, Elizabeth	Y	Steel Roll-Up Garage Door
1	“	Y	Steel Sliding Door
5	“	N	Steel Roll-Up Fire Door
12	“	N	Aluminum Roll-Up Door
50	“	Y	Sliding Electro-Mech Steel Door
1	Ruotolo Justice Center, 32 Rahway Ave, Elizabeth	Y	Aluminum Gate
4	Motor Vehicle/Print Shop, 79 W. Grand St, Elizabeth	Y	Overhead Sectional Garage Door
1	“	Y	Steel Roll-Up Garage Door
1	Fire Training Academy, 710 Lower Rd, Linden	Y	Overhead Sectional Garage Door
2	Juvenile Detention Center, 1075 Edwards St, Linden	Y	Steel Roll-Up Garage Door
5	“	Y	Sliding Electro-Mech Steel Doors
1	Meals On Wheels, 1025 Pennsylvania Ave, Linden	Y	Overhead Sectional Garage Door
4	County Police (Old Shade Tree), 151 Kenilworth Blvd, Kenilworth	Y	Overhead Sectional Garage Door
1	NSF, 50 Progress St, Union	Y	Overhead Sectional Garage Door
2	“	Y	Chain-Link Gates
1	Police Academy, 1776 Raritan Rd, Scotch Plains	Y	Steel Roll-Up Garage Door
4	Froehlich Public Safety Building, 300 North Ave East, Westfield	Y	Overhead Sectional Garage Door
8	The Colleen Fraser Building, 300 North Ave East, Westfield	Y	Overhead Sectional Garage Door
5	Mosquito Control, 2325 South Ave, Scotch Plains	Y	Overhead Sectional Garage Door
24	Public Works, 2371 South Ave, Scotch Plains	Y	Overhead Sectional Garage Door
22	“	N	Overhead Sectional Garage Door
1	Runnells Specialized Hospital, 40 Watchung Way, Berkeley Heights	Y	Overhead Sectional Garage Door
4	Galloping Hill Golf Course Service Yard, Kenilworth Blvd, Kenilworth	Y	Overhead Sectional Garage Door
8	Rahway River Park Service Yard, St. George Ave, Rahway	Y	Overhead Door
1	Wheeler Park Field House, W. Stimpson Ave, Linden	N	Overhead Door
12	Warinanco Park Service Yard, 114 Acme St, Elizabeth	N	Overhead Door
2	Warinanco Park Boathouse, St. George Ave, Roselle	N	Overhead Door
3	Echo Lake Park Service Yard, Springfield Ave, Mountainside	N	Overhead Door
2	Echo Lake Park Boathouse, Springfield Ave, Mountainside	N	Overhead Door
8	Cedar Brook Park Service Yard, Cedar Brook Park Drive, Plainfield	Y	Overhead Door
14	Ash Brook Golf Course Service Yard, Terrill Rd, Scotch Plains	Y	Overhead Door
6	Ash Brook Golf Course Cart Garage, Raritan Rd, Scotch Plains	N	Overhead Door
12	Oak Ridge Park Service Yard, Oak Ridge Rd, Clark	Y	Overhead Door
8	Oak Ridge Park Cart Garage's, Oak Ridge Rd, Clark	N	Overhead Door
2	Warinanco Ice Skating Rink, St. George Ave, Roselle	Y	Overhead Door
4	Watchung Stables, 1160 Summit Lane, Mountainside	N	Overhead Door
1	Old Trailside Museum, 452 New Providence Rd, Mountainside	Y	Overhead Door
1	Old Planetarium, 452 New Providence Rd, Mountainside	Y	Roll-Up Door
4	Galloping Hill Golf Course Clubhouse, 3 Golf Drive, Kenilworth	N	Roll-Up Door
2	Rahway Madison Ave. Park, Madison Ave, Rahway	N	Roll-Up Door
2	Rahway River Park Pool, St. George Ave, Rahway	N	Roll-Up Door
2	Wheeler Pool, W. Stimpson Ave, Linden	N	Roll-Up Door
2	Warinanco Park Boathouse, St. George Ave, Roselle	N	Roll-Up Door
2	Warinanco Ice Skating Rink, St. George Ave, Roselle	Y	Roll-Up Door
1	Rizzuto Park, Morris Ave, Elizabeth	N	Roll-Up Door
11	Houdaille Quarry, 301 Shunpike Rd, Springfield	Y	Roll-Up Door
1	Watchung Stables, 1160 Summit Lane, Mountainside	Y	Roll-Up Door
5	Cedar Brook Park Service Yard, Cedar Brook Park Drive, Plainfield	Y	Roll-Up Door

BID FORM PAGE
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Having carefully read the proposal, specifications and instructions to bidders the undersigned hereby agrees to provide **DOOR & GATE SYSTEMS SERVICE – OVERHEAD ET AL** for all County owned and leased properties in accordance with the specifications.

DO NOT ALTER ANY LINES OR LANGUAGE ON THE BID FORM PAGES. ANY ALTERATION OR SUBSTITUTION ON THE BID FORM PAGE SHALL RENDER THE BID UNRESPONSIVE AND RESULT IN THE REJECTION OF THE BID. ANY CORRECTIONS, CROSS-OUTS, OR WHITE-OUTS TO THE SUBMITTED PRICING OF THE BIDDER MUST BE INITIALED BY THE BIDDER.

All estimates are to be considered “more or less”.

<u>Item#</u>		<u>Unit Price</u>		<u>Sub-Total</u>
1a:	<u>440 Hours</u> Estimated Regular Work Hours For Mechanic -24 months	X	\$ _____ Hourly Rate	= \$ _____
1b:	<u>440 Hours</u> Estimated Regular Work Hours For Helper -24 months	X	\$ _____ Hourly Rate	= \$ _____
1c:	Brand name parts allowance (See Section VII)			= \$ <u>40,000.00</u>
AMARR	_____ % Discount		LIFTMASTER	_____ % Discount
COOKSON	_____ % Discount		WAYNE DALTON	_____ % Discount
1d:	(\$20,000.00 x _____ %) Mark up* (See Section IX)	+	\$20,000.00	= \$ _____

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

1e: Lump Sum for Fabricated Parts \$ 15,000.00

(Sum of Items #1a, 1b, 1c, 1d, 1e) \$ _____
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 _____

Warranty

Provide Warranty information.

NAME OF BIDDER: _____

EXPERIENCE STATEMENT

County of Union, Elizabeth, NJ

The vendor must provide references of previous experience. Include names, addresses, phone numbers, types of elevators worked on, and time frames of all the references.

We hereby certify that my company has performed the following private or public work which is relevant to this bid, I further certify that my company has never defaulted under any contract.

Witness

Name of Company

Date

Address

By: _____
Title