

SPECIFICATIONS

The purpose and intent of this bid is to engage a competent firm having the required manpower, equipment, abilities to provide **PIPEFITTING & HEATING SYSTEMS REPAIRS, MAINTENANCE AND INSTALLATION SERVICES** within properties owned or leased by the County of Union.

1. GENERAL

The County of Union has the in-house capability to perform routine installation, repair and maintenance of the heating and piping systems within properties owned or leased by the County.

At times emergencies arise, or the required work is beyond either the capability or the available time of the in-house staff.

The purpose of this bid is to engage a competent firm having the required manpower, equipment, and abilities to service and repair the following:

1. Deaerators, surge tanks, economizers and boiler feed pumps.
2. Steam-to-hot water heat exchangers and chemical feed systems.
3. Hot water heating boilers, circulating pumps and expansion tanks.
4. High and low pressure steam boilers and condensate return pumps.
5. Pipe welding repairs.
6. Fuel oil, natural gas, compressed plant air, and instrumentation air piping.
7. Boiler breechings, flues, chimney liners, refractory and piping insulation.
8. General welding of platforms, stairs, structural steel, hangers and supports.
9. Steam, condensate, hot water, chilled water, feed water and blow down piping.
10. Fuel oil pump and heater sets, fuel oil tank heaters, fuel oil transfer pumps and fuel storage tank piping.
11. Automatic condensate drains.

It shall be the responsibility of the contractor to provide services for all existing systems on the list included herein and for any additional units that the County may identify over the term of the contract that pertain to this trade.

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. In rare circumstances, a change order, allowable under the open ended nature of the ensuing contract, may be required to accomplish a large project.

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.

2. LOCATION OF WORK

Work to be provided at various locations in Union County to County owned or leased properties.

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.

3. CONTRACTORS QUALIFICATIONS

All bidders must be experienced in servicing, repairing, replacing and welding the equipment of the same manufacture, type, and size installed in the County's building and facilities.

Any questions should be directed to the appropriate Department Head or his designee.

All work shall be performed by experienced technicians in a safe and workmanlike manner approved by the County and in compliance with the current local, state, federal and OSHA codes.

Each bidder will 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 and one (1) reference should be a central powerhouse with water tube high pressure steam boilers.

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

The County has the right to validate the work performed by the service contractor through the use of phone calls and/or site visits.

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

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.

4. 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: **Pipefitting**. 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 **Pipefitting** 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.

5. REQUEST FOR SERVICES

Due to the urgency of emergency service to the County's courthouses, jails, juvenile detention center, powerhouse, and hospital the Contractor shall have the capability or responding to a request for services within **two (2) hours**. 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.

The two (2) hour response time applies to Regular Time, Overtime, Saturdays, Sundays 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.

Requests 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.

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.

6. FURNISHING REPAIR PARTS

The Contractor shall advise the County of any parts required to perform the requested repairs or installation. The County shall furnish all parts required, unless the Contractor is requested to furnish them. Where directed to furnish parts, 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.

7. PAYMENT FOR REPAIR PARTS

The County estimates spending \$74,000 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 and spare parts 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.

8. INSTRUCTIONS FOR 1.C ON BID FORM PAGE

For the purpose of this Bid: assume repair parts and materials estimate of \$74,000.00. Calculate percentage of mark up charges on wholesale cost of repair parts by multiplying \$74,000.00 by your standard markup %, add that product to \$74,000.00 and put that sum on the appropriate line of the bid form page.

e.g $\$1,000 \times 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 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.

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 1160 HOURS FOR MECHANIC AND 360 HOURS FOR HELPER, AND THE MINIMUM FOR MATERIAL AND PART PROVISION SHALL BE ZERO (0) DOLLARS AND NOT EXCEED THE SUB TOTAL ON LINE 1C OF THE BID FORM PAGE.

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 --- 800 HOURS
2012 --- 925 HOURS
2013 --- 850 HOURS

First Year of Contract: **1520 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
(Page 1 of 2)**

Having carefully read the proposal, specifications and instructions to bidders the undersigned hereby agrees to provide **PIPEFITTING & HEATING SYSTEMS REPAIRS, MAINTENANCE AND INSTALLATION SERVICES** for various 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>1160 Hours</u> Estimated Regular Work Hours For Mechanic - 24 months	X	\$ _____ Hourly Rate	=	\$ _____
1b-	<u>360 Hours</u> Estimated Regular Work Hours For Helper - 24 months	X	\$ _____ Hourly Rate	=	\$ _____
1c:	(\$74,000.00 x _____%) Mark up*	+	\$74,000.00	=	\$ _____

*** 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

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 PRICING 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 PRICING 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 AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

IF THE LOWEST RESPONSIBLE 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 BIDDER AND SPECIFICALLY **NOT** MADE AVAILABLE TO CONTRACTING UNITS WITHIN THE COUNTY.

Initial

NAME OF BIDDER _____

WARRANTY

NAME OF BIDDER _____

EXPERIENCE STATEMENT

Please list 3 references.

NAME OF BIDDER _____