

CK09MERCER2009-03 HVAC PREVENTIVE MAINTENANCE AND REPAIR FOR A PERIOD OF TWO YEARS		
BID RESULTS		
DATE: JANUARY 7, 2009		
CONTRACT DATE: APRIL 11, 2009 - APRIL 10, 2011		
<b>MUST PROVIDE ELECTRICAL AND PLUMBING SUB AND FREON CERTIFICATION; MARKUP DEFINED AT 15% FOR MATERIALS AND SUPPLIES; FOR REVIEW BY ED URBANIK</b>	<b>RESOLUTION # 2009-163</b>	
NAME OF BIDDER	ENVIROCON, LLC	PETERSON SERVICE COMPANY, INC.
ADDRESS	490 SCHOOLEY'S MOUNTAIN ROAD	234 ROUTE 70
CITY, STATE, ZIP	HACKETTSTOWN, NJ 07840	MEDFORD NJ 08055
CONTACT	SAM VOLTURO	DAVID WATSON
TELEPHONE	908-813-1600	609-714-3699
FAX	908-813-0460	609-714-3682
WEBSITE OR E-MAIL	<a href="mailto:ENVIROCON@JUNO.COM">ENVIROCON@JUNO.COM</a>	<a href="mailto:DWATSON@PETERSONSERVICE.COM">DWATSON@PETERSONSERVICE.COM</a>
EXTEND TO COOP	YES	YES
INSURANCE	NEED IF AWARDED	NEED IF AWARDED
AFFIRMATIVE ACTION AA201 REQUIRED	NEED IF AWARDED	NEED IF AWARDED
EXHIBIT B	INCLUDED	INCLUDED
NON-COLLUSION AFFIDAVIT	OK	OK
STOCKHOLDER DISCLOSURE	OK	OK
NEW JERSEY BUSINESS REGISTRATION	OK	OK
EO 99-1	SIGNED	SIGNED
RESPONSIBLE CONTRACTOR POLICY	SIGNED	SIGNED
PUBLIC WORKS CONTRACTOR REGISTRATION	601599 EXPIRES 4/8/09	601802 EXPIRES 3/21/09
<b>PLUMBING SUBCONTRACTOR</b>	DUMONT MECHANICAL	C.J. SCHMIDT & SONS
LICENSE #	36B000713200 DOUG DUMONT	36B100878200 CHARLES J. SCHMIDT III AND FRED G. SCHMIDT
PUBLIC WORKS CONTRACTOR REGISTRATION	603481 EXPIRES 4/30/10	604385 EXPIRES 4/11/09
NJ BRC	OK	OK
<b>HVAC SUBCONTRACTOR</b>	IN HOUSE	IN HOUSE
PUBLIC WORKS CONTRACTOR REGISTRATION	OK	OK
NJ BRC	OK	OK
<b>ELECTRICAL SUBCONTRACTOR</b>	VPV ELECTRIC	GM WHITE ELECTRICAL
LICENSE #	34EB01316400 VLADO DIMITRYEVIC	34E101197100 GREGORY M. WHITE
PUBLIC WORKS CONTRACTOR REGISTRATION	606105 EXPIRES 10/29/09	44938 EXPIRES 4/24/10
NJ BRC	OK	OK
<b>EPA FREON CERTIFICATION</b>	ALGIMANTAS MOCKJUS CERTIFIED TECH	TOM BUEHLER CERTIFIED TECH
EQUIPMENT CERT	OK	OK
<b>COUNTY RATE ROUTINE PM AND REPAIR/REPLACEMENT</b>		
<b>YEAR ONE JOURNEYMAN</b>	<b>70.00</b>	<b>73.90</b>
<b>YEAR TWO JOURNEYMAN</b>	<b>75.00</b>	<b>75.90</b>
<b>EMERGENCY REPAIR</b>		
<b>YEAR ONE JOURNEYMAN</b>	<b>110.00</b>	<b>144.00</b>
<b>YEAR TWO JOURNEYMAN</b>	<b>115.00</b>	<b>148.00</b>
REFERENCES	INCLUDED - B&G TO CHECK	INCLUDED - B&G TO CHECK
EXCEPTIONS	NONE	NONE
FATAL FLAW	<b>NO</b>	<b>NO</b>

## **SPECIFICATIONS FOR REPAIR AND REPLACEMENT OF HVAC SYSTEMS FOR ALL MERCER COUNTY AGENCIES**

### **INTENT**

This Request for Bid (RFB) is issued by the Mercer County Department of Purchasing, on behalf of all County Agencies. The purpose of this RFB is to solicit bids for repair and replacement of HVAC Systems throughout Mercer County and preventive maintenance and repair for the Mercer County Library System. The Library System specifications are found on page **10**. Bidders shall provide an annual rate for preventive maintenance for the Library System. Bidders shall also provide an hourly rate based upon labor classification for repair of HVAC units. The County shall award two contracts based upon time and materials. The County shall award a contract to the low bidder for the annual preventive maintenance and repair for the Library System. In such cases the duly authorized County representative will notify the contractors of the repair or system installation work required. The County representative will define the designated work site and nature of the work to be performed. The County will obtain two detailed proposal quotes from the two contractors. The contractor that provides the lowest quoted proposal must then report to the site to commence work. Contact Ed Urbanik at (609) 530-7502 to schedule an inspection of the systems at all locations.

### **THE FOLLOWING TRADES ARE REQUIRED AND ALL BIDDERS SHALL PROVIDE THE FOLLOWING:**

- Name and license Number of the Electrical Contractor on page **52**
- Name and license Number of the Plumbing Contractor on page **52**
- Copy of Freon Certification from the General Contractor
- New Jersey Business Registration for the General Contractor, Electrical Contractor, Plumbing Contractor and Boiler Contractor
- General Contractor, Electrical Contractor, Plumbing Contractor and Boiler Contractor shall be registered as Public Works Contractors on the date of the bid opening

The General Contractor shall reference "In-House" on page **52** if the GC is performing Electrical, Plumbing and Boiler Work and insert the name and license number on page **52**.

### **YOUR BID SHALL BE REJECTED IF THIS INFORMATION IS NOT PROVIDED.**

### **COUNTY COOPERATIVE**

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. **With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County (refer to page **94-98** for a listing of the coop members) may purchase under the contract subject to its specifications, terms and conditions for the repair and replacement of systems. The cooperative award shall apply only to time and materials. The award for the County Libraries shall not apply to Coop Members.**

### **LABOR AND MATERIALS**

All costs for services rendered are to be included in the hourly costs of the appropriate labor categories. This includes all overhead expenses and travel costs. Payment will be made only for the time spent on site as determined by the sign in/sign out times as recorded.

Bidders shall provide an hourly rate for journeyman. Bidder shall comply with the New Jersey Prevailing Wage Act, shall be registered as a Public Work Contractor and shall have all qualifications, licenses, training or certifications required.

Contractors shall be responsible for the repair and or replacement related to any HVAC system and boilers. When providing repairs and or replacement services, there will be a maximum 15% markup rate over the suppliers invoice for any equipment, supplies or repair parts. Only new systems, parts and supplies are acceptable. A copy of the suppliers invoice verifying the contractor's cost shall accompany all requests for payment of equipment, materials and supplies. Purchases should be made at the most favorable rate available to the contractor. Handling costs must be reflected on the contractors' invoice; which must be attached to the suppliers invoice. Mercer County will audit invoices during the contract period.

The number of facilities may change during the life of the contract. Contracts shall be awarded to two bidders. Contractors are required to comply with the New Jersey Prevailing Wage Act and must have five years experience in the repair and maintenance of commercial HVAC Systems.

Approximately \$400,000.00 was spent on this contract in 2007 and 2008, excluding the Library System contract on HVAC equipment, labor, material and supplies. Contractors will be paid for actual labor and materials. The County reserves the right to request performance and labor and material payment bonds and maintenance bonds for faithful performance of proposed projects.

### **NORMAL SERVICE**

Normal Service includes service that is required within a five (5) working day period after request by the Using Agency and shall be conducted during normal working hours (8:30 AM – 4:30 PM). **Any overtime hours must be approved by the Using Agency before work is initiated.**

### **EMERGENCY SERVICE**

Emergency Service is defined as that service which requires a response and action at the site within two (2) hours of notification by the Using Agency. This service will be conducted during any time of the day or night, which may include both overtime and normal hours.

### **OVERTIME SERVICE/LEGAL HOLIDAY SERVICE**

Overtime Service includes service rendered between the hours of 4:30 PM – 8:30 AM on weekdays, and/or service rendered on Saturdays, Sundays and legal holidays. No contractor employee shall be authorized to work at any time without a County representative being on site.

### **PROPOSALS**

In conjunction with obtaining two proposals from the awarded contractors, all costs associated with a specific task, which includes labor and parts shall be provided to the County designee. It is the responsibility of the vendor providing the quote to ensure all costs required to complete the task are included in the quoted price.

### **SCOPE OF WORK**

The contractor(s) must provide the services stated in this RFB at any of the County premises in the area(s) on which a bid was submitted and a contract is awarded.

## **EQUIPMENT CLASSIFICATION**

The sizes of equipment will be classified as listed below.

## **EQUIPMENT TO BE INSTALLED AND SERVICED**

Equipment to be serviced and installed includes all HVAC systems throughout Mercer County facilities and agencies. Contractors shall perform repair in accordance with manufacturer's requirements

## **TYPES OF ITEMS TO BE REPAIRED AND OR INSTALLED**

Items to be installed and/or service will include hermetic compressors, expansion valves, starting relays, evaporator and condenser fan motors, refrigerant piping, capillary tubes, timers, window air conditioners, reach-in and walk-in boxes, split-type air conditioning systems, electric heaters, water valves and portable air conditioning units. Other items included may include centrifugal and reciprocal compressors, electric and pneumatic controls, evaporators and condensers, oil pumps and heater, purge units, glycol pumps and dry coolers, filters, fans and motors, coils, dampers, bearings, drain pans, supports, humidifiers, plumbing, ductwork, fill and drift eliminators, screens, gear boxes, pulleys, belts, guards, louvers, motor starters, wiring, hand rails, ladders, valves, cooling towers, hatches, access doors, shafts, couplings, seals, and structures. These are typical but not all-inclusive items. Qualifications of welders shall be based on the requirements of the American Welding Code and contractor shall certify all welds.

## **MANUFACTURERS**

Contractors shall have proper equipment and personnel familiar with all systems throughout Mercer County.

## **EMERGENCY TELEPHONE CONTACT**

The contractor(s) will be required to maintain a twenty-four (24) hour per day, seven (7) days a week emergency telephone contact.

## **MECHANIC CLASSIFICATION**

Contractors shall have adequate Journeymen and apprentice (or required classifications as required by the New Jersey Prevailing Act) on staff to perform the required tasks as outlined in the RFB.

## **COUNTY SUPERVISION**

Contractors are reminded that no work will be done without the direct approval of a County authorized representative. At no time will the contractor work without a County representative on site unless authorized.

## **SERVICE OF CENTRIFUGAL CHILLERS**

Contractors should have proper equipment and qualified personnel to service centrifugal chillers, which require tube analysis of the evaporator and condenser section in addition to oil analysis. The condenser tubes and evaporator may require cleaning and/or replacement.

## **EQUIPMENT TAG OUT**

Each piece of equipment that is serviced must be tagged or labeled at the time of service. This tag will show the name of the contractor, date and type of service performed and the name and signature of the mechanic who performed the work. This will create a record of which mechanic is most familiar with this particular piece of equipment and the most recent work accomplished.

### **MECHANIC ASSIGNMENT**

The same mechanic assigned to a specific job site should be sent in response to subsequent jobs concerning that specific site.

### **MALFUNCTIONING OR DEFECTIVE EQUIPMENT**

Any malfunctions or defective equipment must be reported to the Using Agency as soon as it is discovered. If repairs to equipment are needed, the contractor will be required to give a detailed time and materials estimate for repairs.

### **EQUIPMENT SHUT DOWN**

If equipment must be shut down for service or repairs, the contractor is required to coordinate the schedule with the Using Agency.

### **CONTRACTOR SIGN IN/OUT**

The contractor must sign in/out at a location designated by the Using Agency. Payment will be made only for the time spent on site as determined by the sign in/sign out times as recorded. Failure to sign in/out may be cause for delayed or no payment for services rendered.

### **RESTRICTED AREA ACCESS**

Contractor access to sensitive or specialized areas is permitted only by agreement with the Using Agency.

### **CONTRACTOR PERFORMANCE RATING**

If a contractor earns an "Unsatisfactory" or "Poor" rating during the course of the contract, the contractor's management and supervisory staff must meet immediately with the County's representative to present a plan for improving performance and for making necessary corrections to meet satisfactory standards.

### **SECURITY CLEARANCES**

As a condition of performing work at any County facility and for purposes of determining a person's qualifications as contracted personnel, the contractor may be required to provide a criminal history record background check for all personnel assigned to work at any County facility.

### **METHOD OF USE OF CONTRACT**

CONTRACTS SHALL BE AWARDED TO TWO SUCCESSFUL BIDDERS BASED UPON THE HOURLY RATE FOR NORMAL HOURS AND ONE CONTRACT SHALL BE AWARDED TO THE LOW BIDDER FOR PREVENTIVE MAINTENANCE AND REPAIR FOR THE LIBRARY SYSTEM.

### **CODES ADHERENCE**

All work performed under contract must conform to all applicable building, electrical, plumbing and safety codes. If permit or code violations are found with work performed by the contractor, the contractor must correct all violations at no additional charge to the County. Failure to do so may affect the contractor's performance security and/or performance record.

**REQUIRED PERMITS**

Contractor shall be responsible for all Permits. The cost of the required permits should be included in the cost of the project.

**PARKING**

Parking space will be provided for the unloading and loading of material and equipment but, at other times, contractor vehicles must be legally parked.

**CONTRACT TERM**

The term of the contract shall be for a period of **two (2) years**.

**AVAILABILITY OF FUNDS**

The County's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made.