

CK09MERCER2011-01 HVAC PM AND REPAIR FOR COUNTY FACILITIES FOR A PERIOD OF TWO YEARS		
	BID OPENING DATE: MARCH 8, 2011	
CONTRACT PERIOD: MAY 1, 2011 - APRIL 30, 2013	RESOLUTION NO. 2011-257	
TWO YEAR CONTRACT	LOW BIDDER: COUNTY FACILITIES	SECOND LOW BIDDER: COUNTY FACILITIES
AWARDED VENDORS	PJM MECHANICAL CONTRACTORS INC.	PETERSON SERVICE COMPANY, INC.
ADDRESS	1688 FIFTH STREET	234 ROUTE 70
CITY, STATE, ZIP	EWING NJ 08638	MEDFORD NJ 08055
CONTACT	PATRICK J. MOSNER	DAVID WATSON
TELEPHONE	609 921 1394	609-714-3699
FAX	609 530 1437	609-714-3682
WEBSITE OR E-MAIL	PMOSNER@PJMMECHANICAL.COM	DWATSON@PETERSONSERVICE.COM
EXTEND TO COOP	YES	YES
COUNTY RATE ROUTINE PM AND REPAIR/REPLACEMENT		
YEAR ONE AND TWO JOURNEYMAN BASIS OF AWARD	72.00	75.90
EMERGENCY REPAIR YEAR ONE AND TWO	110.00	77.90

Approved as to Form and Legality

Date

Janet A. Amato

 County Counsel

May 12, 2011

AWARD OF BID RECEIVED MARCH 8, 2011 TO PJM MECHANICAL CONTRACTORS, INC. AND TO PETERSON SERVICE COMPANY, INC. FOR PREVENTIVE MAINTENANCE AND REPAIR OF HVAC SYSTEMS FOR MERCER COUNTY AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM. AMOUNT NOT TO EXCEED: \$518,700.00 PER YEAR TOTAL AMOUNT NOT TO EXCEED \$1,037,400. PERIOD: TWO YEAR PERIOD: MAY 1, 2011 THROUGH APRIL 30, 2013 (CK09MERCER2011-01)

WHEREAS, the Mercer County Purchasing Agent has advertised for preventive maintenance and repair of HVAC Systems for the Mercer County facilities and the Cooperative Contract Purchasing System, as authorized through Resolution 2007-252, adopted April 26, 2007; and,

WHEREAS, ten (10) separate sealed bids were received on March 8, 2011 in connection with the aforementioned services; and,

WHEREAS, the bids received on March 8, 2011 for HVAC Preventive Maintenance and Repair for Mercer County facilities and the Mercer County Cooperative Contract Purchasing System, be and are hereby awarded as follows:

.....
 Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs	Res	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs	Res	Sec.
Cannon	X						Koontz	X					
Carabelli	X						Walter	X					✓
Cimino	X				✓		Colavita	X					
Frisby	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

PJM Mechanical Contractors, Inc.
1688 Fifth Street
Ewing, New Jersey 08638

<u>HOURLY RATE</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>
REGULAR BUSINESS HOURS	\$ 72.00	\$ 72.00
EMERGENCY HOURS	\$110.00	\$110.00

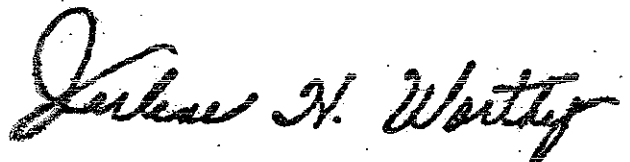
Peterson Service Company, Inc.
234 Route 70
Medford, New Jersey 08055

<u>HOURLY RATE</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>
REGULAR BUSINESS HOURS	\$ 75.90	\$ 75.90
EMERGENCY HOURS	\$ 77.90	\$ 77.90

WHEREAS, the bidders hereinafter designated are the lowest qualified bidders;
and,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contracts when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Correction Center, Mercer County Park Commission, the General Supervisor of Mercer County Buildings and Grounds, and the Purchasing Agent for further distribution.



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Clerk to the Board

**SPECIFICATIONS FOR REPAIR AND REPLACEMENT OF
HVAC SYSTEMS FOR ALL MERCER COUNTY AGENCIES
CONTACT PERSON: EDWARD URBANIK - (609)530-7502**

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 **11**. 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. **Contract(s) shall commence on April 12, 2011.**

THE FOLLOWING TRADES ARE REQUIRED AND ALL BIDDERS SHALL PROVIDE THE FOLLOWING IF WORK IS SUBCONTRACTED OR STATE THAT THE WORK SHALL BE PERFORMED IN-HOUSE ON PAGE 35.

- Name of the Electrical Subcontractor on page **35** or state **In-House**
- Name of the Plumbing Subcontractor on page **35** or state **In-House**
- General Contractor, Electrical Subcontractor, Plumbing Subcontractor shall be registered as Public Works Contractors on the date of the bid opening

The General Contractor shall reference "In-House" on page **35** if the General Contractor is performing Electrical and Plumbing work.

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

FREON CERTIFICATION

Bidders shall provide a copy of their Freon Certification.

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 73-78 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.

The Department of Buildings and Grounds and the Mercer County Library System appropriated \$360,000.00 in 2011, for 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 (7:30 AM – 4:30 PM). **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. All lock out/tag out events shall be coordinated with the building maintenance supervisor.

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. A timeline shall be submitted and approved by the building maintenance supervisor.

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. Contractor personnel may be required to produce a photo I.D. upon request. Certain areas of County owned facilities are monitored by video surveillance. Surveillance video may and can be used to determine working characters on specific jobs.

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. This shall include permits to handle refrigerants and specialty chemicals required in the industry.

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. Special parking assignments will be provided for rigging equipment when necessary. The building maintenance supervisor will assign and enforce temporary assignments.

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.