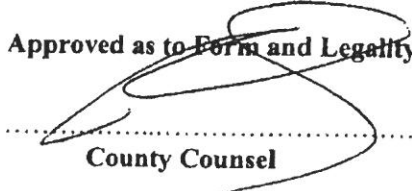


BID RESULTS		
CK09MERCER 2018-11 PREVENTIVE MAINTENANCE AND REPAIR OF HVAC SYSTEMS FOR ALL MERCER COUNTY		
RESOLUTION # 2018-400 PERIOD JULY 15,2018-JULY 14,2020		
NAME OF BIDDER	MCCLOSKEY MECHANICAL, INC.	MULTI-TEMP MECHANICAL INC.
ADDRESS	445 LOWER LANDING ROAD	1000 DELSEA DRIVE, SUITE B1
CITY, STATE, ZIP	BLACKWOOD, NJ 08012	WESTVILLE, NJ 08093
CONTACT	ROBERT L. REEVES	LAURA CUNEO
TELEPHONE	856 784 5080	856 384 9900
FAX	856 784 8283	856 384 9905
E-MAIL	ROB@MCCLOSKEYMECHANICAL.COM	LC@MULTITEMPMECH.COM
YEAR ONE AND TWO HOURLY RATE	\$ 73.99	\$ 77.00

Approved as to Form and Legality

Date


.....
County Counsel

September 13, 2018
.....

PARTIAL AWARD OF BID RECEIVED JUNE 27, 2018 TO MULTIPLE VENDORS FOR PREVENTIVE MAINTENANCE AND REPAIR OF HVAC SYSTEMS FOR ALL MERCER COUNTY AGENCIES (EXCLUDING THE LIBRARY SYSTEM) AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. PERIOD: JULY 15, 2018 THROUGH JULY 14, 2020. TOTAL AMOUNT NOT TO EXCEED: \$1,370,000.00 (CK09MERCER2018-11)

WHEREAS, the Mercer County Purchasing Department has advertised for bids for Preventive Maintenance and Repair of HVAC Systems for all Mercer County agencies (excluding the Library System) and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years, as authorized by Resolution No. 2018-89, adopted February 8, 2018; and,

WHEREAS, five (5) sealed bids were received on June 27, 2018 in connection with the aforementioned services; and,

WHEREAS, the second lowest responsible bidder was found not responsive as per N.J.S.A. 40A:11-13.2; therefore, that bid was rejected and,

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

.....
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					✓
Cimino	X						Melker				X		
Colavita				X			Walter				X		
Frisby	X												

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

-2-

WHEREAS, the bids received from the following vendors shall be awarded for a period of two (2) years, in the total amount not to exceed of \$1,370,000.00 as follows:

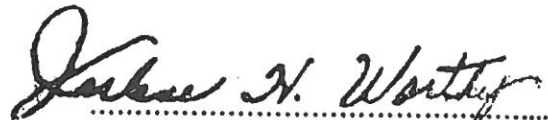
MCCLOSKEY MECHANICAL, INC.
445 LOWER LANDING ROAD
BLACKWOOD, NJ 08012
ALL-INCLUSIVE HOURLY RATE \$73.99

MULTI-TEMP MECHANICAL, INC.
1000 DELSEA DRIVE, SUITE B1
WESTVILLE, NJ 08093
ALL-INCLUSIVE HOURLY RATE \$77.00

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution, said certification is on file with the Clerk to the Board and funds are available in the 2018 Mercer County Budget and are contingent upon the inclusion in and adoption of the 2019 and 2020 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract 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 Department of Transportation and Infrastructure, Division of Trades, Park Commission, and the Mercer County Purchasing Department for further distribution.


.....
Clerk to the Board

**SPECIFICATIONS FOR BID
PREVENTIVE MAINTENANCE AND REPAIR OF HVAC SYSTEMS
FOR ALL MERCER COUNTY AGENCIES (EXCLUDING THE LIBRARY SYSTEM) AND THE
MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO
(2) YEARS**

INTENT

The County of Mercer request bids for preventive maintenance and repair of HVAC Systems throughout Mercer County and the Mercer County Cooperative Contract Purchasing System. This contract excludes the Mercer County Library System as this was awarded under a separate contract. Bidders shall provide an hourly rate based upon labor classification for repair of HVAC units. The County shall award two contracts based upon the lowest cost per hour. The contract shall be awarded for a period of two (2) years.

The Mercer County Buildings and Grounds has 35 facilities that require servicing. The Mercer County Park Commission has approximately 19 facilities that require servicing this is in addition to Arm and Hammer Waterfront Park, this facility alone has 23 individual HVAC units. .

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 require two detailed proposal quotes from the two contractors for all projects with an estimated cost exceeding \$7,500.00. The contractor that provides the lowest quoted proposal must then report to the site to commence work.

For emergency work, the County reserves the right to use the first respondent to the emergency call.

Contact Karl Thomas at (609) 989-6181 and Joseph Pizza at (609) 303 0709 to schedule an inspection of the systems at all locations.

The Department of Buildings and Grounds and Mercer County Park Commission has appropriated \$1,725,000.00 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.

CHANGE ORDERS

All change order requests shall be submitted by the contractor to the Owner's Representative or County Project Manager. Changes must be authorized in accordance with N.J.A.C. 5:30-11 et seq. Situations involving the differing or changed conditions described in P. L. 2017, c. 317, N.J.S.A. 40A: 11 —, shall be reviewed and addressed in accordance with said law. In the event work being performed will exceed the proposal provided by the awarded Contractor, the County designee must be notified prior to completion.

NEW JERSEY PREVAILING WAGE ACT AND PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Bidders shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act.

CERTIFIED PAYROLLS

The awarded contractor shall submit a certified payroll record to the owner within ten (10) days of the payment of wages. The awarded contractor is responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period to Karl Thomas, Joe Pizza, or Richard Cavallo. The contractor shall submit said certified payrolls to the County Project Manager. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

THE STATE HEATING, VENTILATING, AIR CONDITIONING AND REFRIGERATION CONTRACTING LICENSE LAW

N.J.S.A. 45:16A-7

"A person shall not work as a Master HVACR contractor or use the title or designation of 'licensed Master HVACR contractor' or 'Master HVACR contractor' unless licensed pursuant to the provisions of this act." If you are working as a Master HVACR contractor and you do not qualify for an exemption to this requirement, you must obtain a license from the State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration (HVACR) Contractors.

FOLLOWING DOCUMENTS ARE REQUIRED AND REFER TO THE BIDDER'S CHECKLIST:

The following must be provided with the bid proposal package:

- Bidder and named Subcontractors must be registered as Public Works Contractors with the New Jersey Department of Labor at the time of bid submittal. The Bidder and named subcontractor's certification must be provided prior to the contract award.
- There is Electrical and Plumbing; therefore Bidders must reference IN-HOUSE if work is performed in-house or the name of the Subcontractor(s) performing the work.
- Reference Sub-prime Contractors only (Electrical and Plumbing as required above)
- Stockholder Disclosure Statement
- Acknowledgement of Receipt of Addenda (if issued)
- Affirmative Action Statement
- Licenses applicable to Electrical, HVACR, and Plumbing

Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor and any named Subcontractors must be provided. There is ELECTRICAL and PLUMBING work; therefore the GC must submit their New Jersey Business Registration and the Business Registration for subcontractors prior to the contract award.

The County will retain 2% of the awarded contractor's progress payments until completion and acceptance of the project.

Bidders shall be responsible to provide qualified individuals AND APPLICABLE LICENSURE for the following work: Electrical, Plumbing, and HVACR. Bidders and subcontractors shall have five years experience in the repair and maintenance of commercial HVAC Systems. Bidders shall provide three verifiable references.

INTERVIEW AND CONTRACT ADMINISTRATION

The County will interview the apparent low bidder prior to the recommendation of award and the awarded contractor shall agree to schedule a contract kick-off meeting to familiarize personnel with the terms and conditions of the contract.

The awarded contractor shall provide background checks on all employees working on the project.

PROMPT PAYMENT

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

THE FOLLOWING TRADES ARE REQUIRED AND ALL BIDDERS SHALL PROVIDE THE FOLLOWING. IF WORK IS SUBCONTRACTED THE NAME OF THE SUBCONTRACTOR SHALL BE LISTED IF WORK IS PERFORMED IN-HOUSE PLEASE STATE IN-HOUSE ON PAGE 41.

- Name of the Electrical Subcontractor on page 41 or state **In-House**
- Name of the Plumbing Subcontractor on page 41 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 41 if the General Contractor is performing Electrical and Plumbing work. **YOUR BID SHALL BE REJECTED IF THIS INFORMATION IS NOT PROVIDED.**

REQUIRED PERMITS AND FEES

Awarded Contractor is responsible for any and all required permits.

FREON CERTIFICATION

Bidders shall be licensed hold a Universal Freon Certification. Bidders shall provide a copy of their Freon Certification at the time of the bid opening. All certification shall

adhere to the refrigerant recycling requirements of the United States Environmental Protection Agency, Section 608 of the Clean Air Act of 1990.

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 85-90 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. All costs associated with providing the required services shall be included in the stated prices on the proposal page. 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.

All Work in connection with boilers shall be performed in accordance with **N.J.S.A. 34:7-1 et. seq. ENGINEER AND FIREMAN LICENSING; BOILERS, PRESSURE VESSELS AND REFRIGERATING PLANTS** and **N.J.A.C. 12:90. BOILERS, PRESSURE VESSELS AND REFRIGERATION**

PREVENTIVE MAINTENANCE

Upon start of the contract, the awarded contractors shall meet with Facility Supervisors to discuss the preventive maintenance.

All preventive maintenance shall include but not be limited to:

Inspect and clean condenser coil(s)

Inspect voltage and amperage on motors

Inspect primary/secondary condensate lines and pans; clean if necessary

Inspect operating pressure for proper refrigerant charge

Inspect air filters and clean or replace

Test temperature rise and drop in furnace, AC, and heat pump

Inspect thermostat operation

Lubricate all moving parts where necessary

Inspect all wiring and connections in the furnace and AC units

Inspect belts and pulleys and adjust if necessary
Check and clean drains and tubing
Make sure the unit cycles on and off properly
Visual inspection of furnace chambers and burners
Check controls and safeties on furnace
Water treatment program for boilers: provide chemicals and service to maintain quality water conditions

REPAIR AS A RESULT OF FAILURE TO PROVIDE PREVENTIVE MAINTENANCE

IF THE AWARDED CONTRACTORS HAVE NOT PERFORMED PREVENTIVE MAINTENANCE IN ACCORDANCE WITH SPECIFICATIONS AND MANUFACTURERS O&M MANUAL, CAUSING SYSTEM FAILURE AND OR NEED FOR REPAIR, THE REPAIR WORK SHALL BE PERFORMED AT NO COST TO THE COUNTY.

REPORTING

By the 15th of each month, awarded contractors shall provide the Mercer County Buildings and Grounds and the Mercer County Park Commission with a detailed report of services performed during the previous month for each facility listing the following in order:

- a. Preventive maintenance measures performed during the previous month;
- b. Any standard repairs and or replacement of worn parts performed during the previous month;
- c. Emergency response detailing time call was received, time of arrival on site and corrective action that was taken. Any filters that were changed during the previous month.
- d. Any comment or recommendation to maintain the systems or suggested corrective action. This must be a cooperative effort between both the County and the Vendor.
- e. Operational analysis of each of the branch's units giving general condition of each unit, the approximate operating efficiency of the unit and the expectant useful life of each unit. This analysis will be performed prior to the heating season and again prior the air conditioning season and should contain any appropriate recommendation.
- f. Successful bidders shall have in his possession all equipment and supplies for refrigerant recovery and shall comply with all rules and regulations that are in accordance with all Federal and State D.E.P. regulations.
- g. Reporting shall include hours worked and materials supplied by building.

MATERIALS

When providing repairs and or replacement services, there will be a maximum 10% 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.

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). **Overtime hours must be approved by the Using Agency before work is initiated.**

All work is to be performed from 8:30 A.M. to 4:30 P.M, Monday through Friday and contractor shall respond to emergency calls during normal business hours. The Contractor shall provide their telephone and cellular telephone numbers.

EMERGENCY SERVICES

On occasion, a condition may exist which imposes a potential danger due to HVAC system failure requiring immediate attention. In such cases the duly authorized County representative will notify the contractor of the emergency repair. The contractor must then report to the work site to commence work operations within four hours. The County will pay straight time only. The contractor will be required to maintain a company's contact twenty-four (24) hours per day, seven (7) days per week. For all emergency work, the contractor shall respond within two (2) hours and remedial services shall commence within four (4) hours of notification. Contractor shall be notified if the work is to be considered an emergency by telephone followed by a fax or e-mail.

For all emergency work, the contractor shall respond within two (2) hours and all work shall be performed within four (4) hours of notification. 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. The county shall pay the awarded contractor 1.5 x the hourly rate as stated in the bid proposal for approved work performed after hours and holidays.

PROPOSALS

In conjunction with obtaining 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. The proposals shall be broken out itemizing labor and materials.

If there is work to be performed off-site (shop hours), the hours shall be broken out on the proposal.

The County will require two detailed proposal quotes from the two contractors for all projects with an estimated cost exceeding \$7,500.00 The contractor that provides the lowest quoted proposal must then report to the site to commence work. For emergency work, the County reserves the right to use the first respondent to the emergency call.

The County will not pay the awarded the contractors for travel time or the time it takes to provide estimates.

The Contractor shall respond to the County with a proposal for a project within five (5) days. Once the proposed project is authorized and approved, the Contractor shall schedule to begin the work in a timely manner agreed upon by the County designee.

INVOICING

Awarded contractors shall provide detailed invoicing itemizing the hourly rate, materials broken out reflecting cost of materials and 10% upcharge. Proof of purchase is required to be submitted with invoice. If work is performed off-site (shop hours) or mobilization required, the hours shall be broken out and billing shall be provided to support invoice. Within ten days of paying your employees, certified payrolls shall be submitted to the county designee.

EQUIPMENT TO BE INSTALLED AND SERVICED

Equipment to be serviced and installed includes all HVAC systems throughout Mercer County facilities and agencies. The number of facilities may change during the life of the contract. Contractors shall perform repair in accordance with manufacturer's requirements.

TYPES OF ITEMS

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.

WARRANTY

All repair work shall be warranted against defect from faulty workmanship and/or materials for a period of one (1) year. **This is in addition to any guarantee and/or warranty given by the manufacturer of the materials used.**

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 this bid.

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.

MONTHLY REPORTING

The contractor shall provide in writing to the County, a monthly report reflecting the work performed and itemizing the cost of all work performed and materials provided. This shall be broken down by agency and the work provided for each agency.

SERVICE OF CENTRIFUGAL CHILLERS

Contractors shall 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.

RENTED EQUIPMENT OR PROVISION BY THE COUNTY

For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed 65 percent of the rental rate on contractor-owned equipment. The County reserves the right to provide equipment to the awarded contractor.

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.

O&M MANUALS

The awarded contractor shall provide an Operating and Maintenance Manual upon completion of new installation. Payment will not be released until Manuals are turned over to the County Project Manager.