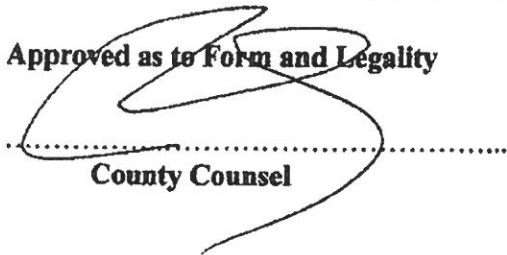


| <b>AWARD</b>  |  |  |
|---|--|--|
| <b>CK09MERCER2019-18 HVAC PM AND REPAIR FOR THE MERCER COUNTY LIBRARY SYSTEM AND COOPERATIVE CONTRACT PURCHASING SYSTEM</b> |  |  |
| <b>RESOLUTION#2019-479</b>  | <b>CONTRACT TERM: SEPTEMBER 30,2019 THROUGH<br/>OCTOBER 1,2021</b> |  |
| NAME OF BIDDER  | MULTI-TEMP MECHANICAL INC.   | MCCLOSKEY MECHANICAL, INC.   |
| ADDRESS   | 1000 DELSEA DRIVE, SUITE B1  | 445 LOWER LANDING ROAD   |
| CITY, STATE, ZIP  | WESTVILLE, NJ 08093  | BLACKWOOD, NJ 08012  |
| CONTACT   | LAURA CUNEO  | ROBERT L. REEVES   |
| TELEPHONE   | 856 384 9900   | 856 784 5080   |
| FAX   | 856 384 9905   | 856 784 8283   |
| E-MAIL  | <a href="mailto:LC@MULTITEMPMECH.COM">LC@MULTITEMPMECH.COM</a>     | <a href="mailto:ROB@MCCLOSKEYMECHANICAL.COM">ROB@MCCLOSKEYMECHANICAL.COM</a> |
| INSURANCE CERTIFICATE   | REQUIRED IF AWARDED  | REQUIRED IF AWARDED  |
| INSURANCE AND INDEMNIFICATION   | SIGNED AND DATED   | SIGNED AND DATED   |
| <b>EXTEND TO COOP</b>   | <b>YES</b>   | <b>YES</b>   |
| <b>ALL -INCLUSIVE HOURLY RATE-8:30 AM TO 4:30 PM</b>  | <b>\$ 80.00</b>  | <b>\$ 94.00</b>  |

Approved as to Form and Legality

Date



October 22, 2019

County Counsel

AWARD OF BID RECEIVED AUGUST 28, 2019 TO MULTIPLE VENDORS FOR HVAC PREVENTIVE MAINTENANCE AND REPAIR SERVICE FOR THE MERCER COUNTY LIBRARY FACILITIES AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. AMOUNT NOT TO EXCEED \$110,000.00. PERIOD: SEPTEMBER 30, 2019 THROUGH OCTOBER 1, 2021 (CK09MERCER2019-18)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for HVAC preventive maintenance and repair service for the Mercer County Library System and the Mercer County Cooperative Contract Purchasing System through bid terms and specifications for a period of two (2) years, as authorized by Resolution No. 2018-89, adopted February 8, 2018; and,

WHEREAS, five (5) separate sealed bids were received on August 28, 2019 in connection with the aforementioned services; and,

WHEREAS, the first lowest bidder was found not responsive, as per N.J.S.A 40A:11-13-2; therefore, that bid was rejected; 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   |     |      |     |     |      | Melker     | X   |     |      |     |     |      |
| Colavita       | X   |     |      |     |     | ✓    | Walter     | X   |     |      |     |     |      |
| Frisby         | X   |     |      |     |     |      | Cimino     | X   |     |      |     |     |      |
| Koontz         | X   |     |      |     | ✓   |      |            |     |     |      |     |     |      |

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

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

WHEREAS, the bids received from the following vendors shall be awarded for a period of two (2) years in an amount not to exceed \$110,000.00, as follows:

MCCLOSKEY MECHANICAL, INC.

445 LOWER LANDING ROAD

BLACKWOOD, NJ 08012

ALL-INCLUSIVE HOURLY RATE      \$94.00

MULTI-TEMP MECHANICAL, INC.

1000 DELSEA DRIVE, SUITE B1

WESTVILLE, NJ 08093

ALL-INCLUSIVE HOURLY RATE      \$80.00

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 2019 Mercer County Budget and are contingent upon the inclusion in and the adoption of the 2020 and 2021 Mercer County Budgets; and,

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 Purchasing Department and the Chief Financial Officer of the Mercer County Library System for further distribution.

  
.....  
**Clerk to the Board**

**CK09MERCER2019-18**  
**PREVENTIVE MAINTENANCE AND REPAIR SERVICE FOR HVAC UNITS**  
**FOR THE MERCER COUNTY LIBRARY SYSTEM**  
**CONTACT: RICHARD CAVALLO (609) 883-8298**

**INTENT**

The County of Mercer request bids for preventive maintenance and repair of HVAC units for the Mercer County Library System. Bidders shall provide a hourly rate for two (2) years for preventive maintenance and repairs for the Library System. The County shall award two contracts to the low bidders for the annual preventive maintenance and repair for the Library System. All questions should be sent via email to [imaldonado@mercercounty.org](mailto:imaldonado@mercercounty.org) or call the Purchasing Department at 609-989-6710.

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 contractor that provides the lowest quoted proposal must then report to the site to commence work. Contact Richard Cavallo at (609) 883-8298 to schedule an inspection of the systems at all locations. **Contracts shall commence October 1, 2019.**

**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 16.7 et seq., shall be reviewed and addressed in accordance with said law.

**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. The County of Mercer may terminate work if workers are paid less than prevailing wage.

**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 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.

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 for the following work: Electrical and Plumbing AND APPLICABLE LICENSURE. Bidders and subcontractors shall have five (5) years of experience in the repair and maintenance of commercial HVAC Systems. Bidders shall provide three (3) 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.

**STAFFING**

The contractor shall have sufficient staff to complete all necessary work to fulfill the County's needs. The awarded contractor shall provide a list of staff assigned to this contract.

**BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION**

NAME OF BIDDER (PRINTED) \_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_  
\_\_\_\_\_

NUMBER OF EMPLOYEES \_\_\_\_\_  
\_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_  
\_\_\_\_\_

**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.

**SPECIFICATIONS FOR THE MERCER COUNTY LIBRARY SYSTEM**  
**CK09MERCER2019-18**  
**PREVENTIVE MAINTENANCE AND REPAIR SERVICE FOR HVAC UNITS**  
**CONTACT: RICHARD CAVALLO (609) 883-8298**

**INTENT**

This Request for Bid (RFB) is issued by the Mercer County Department of Purchasing, on behalf of the Mercer County Library System. Bidders shall provide an hourly rate for two (2) years for preventive maintenance and repairs. The County has provided an estimated number of repair hours based upon past history. The Mercer County Library System has budgeted \$60,000.00 for 2019. Bidders shall have five (5) years' experience providing commercial HVAC maintenance and repair.

Mercer County requests bids for preventive maintenance on HVAC and Repair units for the eight libraries within the Mercer County Library System. Bidders shall provide an hourly rate for preventive maintenance and repairs based on labor classification for repair of HVAC units. The County provides an estimated number of hours for repair work as stated on the bid proposal page. There are approximately one hundred (100) units including but not limited to Carrier, Lennox and York at eight library locations. The contract shall be awarded for a period of two (2) years. Contact Richard Cavallo at (609) 883-8298 to schedule an inspection of the systems at all locations.

**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.**

- Name of the Electrical Subcontractor **or state In-House**
- Name of the Plumbing Subcontractor **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" if the General Contractor is performing Electrical and Plumbing work. Minor electrical and plumbing work may be completed in house under bidder's HVAC"R" license. **YOUR BID SHALL BE REJECTED IF THIS INFORMATION IS NOT PROVIDED. PLEASE INCLUDE COPY OF HVAC LICENSE WITH YOUR BID RESPONSE.**

**FREON CERTIFICATION**

Bidder's shall provide a copy of their Freon Certification.

**MARKUP FOR MATERIAL AND REPAIR PARTS**

The contractor is responsible for the repair of all parts related to any HVAC system. When providing repair services, there will be a maximum 10% markup rate over the suppliers invoice for any equipment, supplies or repair parts. 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.

**WORK SCHEDULE**

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.

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 all work shall be performed 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.

### **EMERGENCY SERVICE**

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.

### **CONTRACTOR PERFORMANCE RATING**

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

### **CODES ADHERENCE**

All work performed under this contract must conform to all required local and county codes, rules and regulations.

### **REQUIRED PERMITS AND FEES**

Awarded Contractor is responsible for any and all required permits.

### **SCOPE OF WORK**

Successful bidder shall provide the following services: A preventive maintenance program for each of the eight library branches. The awarded contractor shall change filters provided by Mercer County. All filters shall be replaced on a six-month schedule. The County will audit work to assure that the awarded contractor is performing all duties as required. Preventive Maintenance will be "part" and "procedure specific", i.e., parts that will be changed on a regular basis and the following but not limited to oiling of motors, cleaning of contacts, etc. The Preventive maintenance program must be performed 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 (or required classifications as required by the New Jersey Prevailing Act) on staff to perform the required tasks as outlined in the RFB. Apprentices are not permitted.

### **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.

### **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.

**PAYMENT**

The awarded vendor shall submit a monthly invoice to Mr. Richard Cavallo, CFO, located at the Lawrence Library, (609) 883-8298 for services rendered.

**PREVENTIVE MAINTENANCE SHALL COMPLY WITH ALL MANUFACTURER'S REQUIREMENTS AND INCLUDE BUT NOT BE LIMITED TO:**

Cleaning, adjustment, lubrication and calibration of all HVAC equipment and controls twice a year prior to the heating and cooling seasons.

Automatic temperature control service

Unit efficiency testing

Cleaning of equipment as needed. Changing filters as listed in the time frame listed.  
Cleaning of the coils annually

Adjusting belt tension and alignment, if worn or cracked, replacement of the belt

Replacement of any worn part discovered that might cause an emergency at a later date.

Checking of thermostats, relays, sensors, defrost controls, timers, energy management controls, damper motors, ceiling fans, automatic control valves, reversing valves, compressor crankcase heaters, auxiliary electric heaters compress safety controls, etc.

Periodic checks of refrigerant charge and coil obstruction from leaves and other debris should be made.

Supply all oils and lubricants, chemicals, refrigerants, cleaning supplies, repair parts, and any other material required to keep this equipment in good operating condition.

All labor to repair or replace any parts for all HVAC equipment and/or controls and wiring performed at the hourly rate awarded.

All defective parts replaced shall be made available to Mercer County after the repair is made, if requested.

Only new parts and supplies are acceptable.

Contract is to be all-inclusive with exception to the replacement of units.

Mercer County is to receive priority response to our requests.

## REPORTING

By the 15<sup>th</sup> of each month, contractor shall provide the library administration office with a detailed report of services performed during the previous month for each of the eight (8) branches 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.
3. 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.
  4. Successful bidder 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.

**\*COPIES OF THESE RECORDS WILL BE INCLUDED WITH YOUR MONTHLY REPORT.**