

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS
FOR
HVAC MAINTENANCE AND REPAIR
CONTRACT
AT

ENGINEERING DISTRICT (8-0) BUILDING COMPLEX,
DAUPHIN COUNTY (8-5) BUILDING AND GARAGE OR AND ALL
FACILITIES IN DAUPHIN COUNTY

CONTRACT ADMINISTRATOR

8-0

Mike Miller

Tele: 717-787-6408 Fax: 717-772-0975

Dale Brenizer

Tele: 717-787-5039 Fax: 717-772-0975

GENERAL TERMS

1. This Contract is to provide HVAC Maintenance and Repairs with a Contract for a period of One Year. This Service Agreement may be renewed an additional four years, on a year-to-year basis, at the discretion of the PA Department of Transportation. The maximum length of contract is five years.
2. Contractors must sign in and out at Visitor Entrance upon arrival or **payment will not** be approved or authorized for payment with no exceptions.
3. Contract renewal shall be by mutual consent of both parties. Contract will be renewed with a 3% increase in the hourly rate for labor only, from the previous contract year. Renewals may be processed in the form of a letter.
4. The Department may terminate the contract at anytime for convenience or otherwise, and, the Contractor shall be bound by the decision.
5. Bid prices must include all labor, equipment, overhead, profit and routine maintenance.
6. Quotes requested will be at no cost to the Department.
7. Award shall be based on Bid prices provided for maintenance and repair work during normal & non-normal business hours.
8. The Department will include a lump sum dollar amount in the bid parts and materials.
9. The hourly bid price must include the cost to cover all anticipated equipment, tools and travel expenses. Bid includes the following items:
 - HVAC Tech—hourly rate for service during normal business hours
 - HVAC Tech Helper – hourly rate for service during normal business hours
 - HVAC Tech— hourly rate for service during non-normal business hours hourly rate
 - HVAC Tech Helper - hourly rate for service during non-normal business hours
10. This contract shall provide for the repair of the HVAC system by the way of part replacement or repair of existing part as deemed beneficial to the Department as determined by the Contract Administrator. The replacement part must be new and of the same exact component or a new, upgraded component. All parts other than those that have a trade-in value will be turned into the Contract Administrator. All repairs must be authorized by the Contract Administrator.
11. All system upgrades must be authorized by the Contract Administrator.
12. The HVAC system shall have preventive maintenance done as listed under appendix C of the SCOPE OF WORK.
 - a. The contractor is responsible for scheduling and performing routine maintenance quarterly in accordance to appendix C.
 - b. Belts, filters and other necessary parts as needed to complete routine maintenance will be separately billed each time and require an itemized listing.
 - c. Prior to making any repairs to the system over 200.00 contractors must provide a written cost estimate.

13. Work hours are defined as:
- Normal Work Hours – Monday through Friday 7:00am > 5:00pm
 - Non-Normal Work Hours - Monday through Friday 5:00pm > 7:00am; all day Saturday and Sunday, and all Department recognized holidays
 - There will not be any overtime pay for equipment no matter when it is utilized.
 - Lunch and break time are not be paid and should not be invoiced.
14. Liquidated damages will be assessed as follows if arrival to the site for system diagnosis is not within times shown.

Repair request during Normal Work Hours of	2-4 Hours \$0.00	5-8 Hours \$0.00	9-24 Hours \$0.00	25-48 Hours \$0.00	3 Days \$0.00	4-10 Days \$200.00 Per Day**	11 or more Days \$500.00 Per Day**
Repair request during Non-Normal Work hours	2-4 Hours \$200.00 Per Hour	5-8 Hours \$400.00 Per Hour	9-24 Hours \$600.00 Per Hour	25-48 Hours \$800.00 Per Hour	3 Days \$1000.00 Per Day*	4-10 Days \$1500.00 Per Day*	11 or more Days \$2000.00 Per Day*

* Calendar Day ** Work Day

15. Two instances of failure to respond within the time constraints, unless otherwise permitted in writing from the District Contract Administrator, can constitute a violation of the contract which gives the Department, at its discretion, the right to cancel the contract and retain services from the next lowest bidder and surcharge the low bidding contractor for cost difference for remainder of current year term.
16. The authorized Department Representative calling for service must provide his/her name/title/phone #. This information **must** appear on the service call work-order. The work-order is to be completed with a description of work & services needed along with a cost estimate for repairs. The work-orders must be signed by the District Contract Administrator or designee and the Contractor's Service Technician. A copy is to be given to the Department.
17. The contractor shall be responsible for all the permits and approvals needed before the start of any project. All permit applications are to be provided, reviewed, and approved by the Department prior to application be submitted to Pa L&I.
18. Copies of all the permits approvals, warranties, and O&M manuals will be handed over to the Department Representative once work is completed and accepted.
19. Each bidder must attend the prebid meeting and acquaint himself with the existing conditions before the time of bidding, so he/she is familiar with the conditions to be encountered and the type of work that may be required. No claims of unfamiliarity or lack of knowledge or extra work will be allowed for failure to comply with this requirement.

Schedule

Pre-bid Meeting: May 19, 2014 at 10:00am
 Penn DOT Engineering District 8-0
 2140 Herr Street, Harrisburg PA.

Question to Department May 23, 2014 at 2:00pm
To Melissa Malavenda
Fax 717-705-2187 Email: mmalavenda@pa.gov

20. Building access will be accommodated by District Office personnel and an escort will be provided during all non-normal work hours.

21. All labor and materials used at the District and County owned facilities will be documented in a log that is specific to each facility.
 - a. The Contract Administrator for District Building facility is Mike Miller (phone#717-787-6408, fax#717-772-0975). The Contractor Work Log book will be signed by the contractor at start of work and at end of work day. The Contractor Work Log shall serve as documentation for payment. Original invoices will be mailed to the Comptroller's office (a copy **should** be faxed to the Contract Administrator) as listed on the Purchase Order and a confirmation of service will be faxed to the District Purchasing Agent at (717) 705-2187 within 48 hours of completion of work.

22. The contractor shall not use jumpers (illegal wiring connectors) to bypass safety controls on any equipment in order to place them in operation. All existing and new safety controls, switches, solenoids, etc., installed must be fully operational and in compliance with UL and FM requirements.

SCOPE OF WORK

I. Description of Work

- A. The work under this contract includes, but is not limited to, furnishing material, equipment and labor necessary to service, maintain, replace, repair, or relocate existing HVAC devices, fixtures, appurtenances, and /or systems in the District Office Facility or in Dauphin County Maintenance Facilities.
- B. All work shall meet or exceed the HVAC regulations of the Pennsylvania Department of Labor and Industry and requirements contained in the latest edition of the National Electrical Code of the National Board of Fire Underwriters. The work shall be performed in accordance with all State and Local laws, codes and ordinances, which relate to the work.
- C. All replacement materials shall be designed, manufactured and tested in accordance with the latest standards of the IEEE, ASTM, NEMA and ANSI, and shall bear the label of approval of the National Board of Underwriters as applicable.
- D. Any paperwork such as warranties, serial/model numbers, part numbers which comes with the replacement parts **MUST** be handed over to the Contract Administrator or designee.
- E. The contractor's attention is directed to the fact that the hours to be furnished under the on-call service portion of the bid are an estimate and are given only as a basis of the calculation (along with the scheduled maintenance portion of the contract) upon which the award of the contract is to be made. The Department does not assume any responsibility that the quantities shall materialize. Nor shall the contractor plead misunderstanding or deception because of such estimate of quantities.
- F. Material and workmanship shall be guaranteed for a period of one year. The contractor shall be responsible for making adjustments repairs and replacements during this period of time due to any defective material and/or workmanship.
- G. All labor and materials used at the facilities will be documented on a confirmation of service form. This form shall serve as documentation for payment. Original Invoices will be mailed to the Comptrollers office as listed on the purchase order within 30 days and a confirmation of service will be faxed to the District Purchasing Agent at (717) 705-2187 or County Purchasing Agent at (717) 346-8524 within 48 hours of completion of work. The District or County Purchasing Agent will use the faxed copy to enter a goods receipt into the Department SAP system.

II. Scheduled Maintenance

A. General HVAC Inspection:

The contractor shall make a minimum of four (4) scheduled HVAC inspections during the months of January, April, July and October per year at both the District Facilities and Dauphin County facility located at 2140 Herr Street, Harrisburg, PA 17103-1699. Each inspection must be scheduled 10 calendar days prior to contractor arriving at the site.

- This inspection shall include inspecting all The HVAC systems listed under appendix C. Any and all deficiencies, malfunctions, unsafe conditions or required repairs to HVAC systems, devices, appurtenances, fixtures, etc., shall be documented in writing and forwarded to the District or County Contract Administrator. All repairs must be

authorized prior to start of work by the District. Minor repairs may be made at the time of the inspection as long as the total cost of the repair(s) do not exceed \$200 and the District Administrator has approved this procedure after the inspection and before the repair is made.

III. Equipment

- A. Be it known that the Department does not expect the contractor to own a crane or however, he/she is advised that a when the use of the above is deemed necessary, the contractor must supply one at the bid price.
- B. The bid price for the crane shall be an hourly rate for the crane alone. If the bidder must hire an operator other than himself/herself or his/her HVAC(s) and/or HVAC helper(s), the cost of the additional operator(s) must be incorporated into the unit cost of the crane.

IV. Call-out procedure

- A. A call out during normal business hours shall occur when the contractor receives an oral or written authorization to do work by the District Contract Administrator or his/her designee. Upon receipt of call-out request, the contractor must be on site ready to commence work by the beginning of the third business day.. Liquidated damages will start on day 4.
- B. A call out during non-normal business hours shall occur when the contractor receives an oral authorization to do work by the District Contract Administrator or his/her designee via a telephone. The contractor shall respond to the site of the outside of normal working hours call within two (2) hours. This shall be followed up with a written authorization by the District or County Contract Administrator. The contractor shall be available for call-out 365 days a year on a 24-hour basis, including all state and federal holidays. The contractor shall provide names and telephone numbers for individuals in the company who may be contacted should an outside of normal working hours call occurs.

V. Travel Time

- A. No travel time will be paid to and from a single job site. If more than one job site is scheduled for work on the same day, no travel time to the first job site and from the last job site will be allowed.
- B. Travel time between two or more job sites on the same day will be allowed, not to exceed one hour between any two job sites. All travel time must be documented as a separate item on the invoice.

VI. Authorization to do Work

- A. It is distinctly understood and agreed under this contract that the contractor shall perform such work and furnish such materials as authorized in writing by the District or County Contract Administrator or his/her designated representative.

VII. Cost of Materials, Parts and/or Equipment

- A. The cost of materials, parts, or repair equipment shall be invoiced at the contractor's cost plus no more than 10% markup. Supplier's invoices required for all materials costing more than

\$100.00 must be supplied. Contractor may include supplier invoiced cost for shipping and delivery of materials, parts and equipment without an additional mark up.

VIII. Payment

- A. All labor and materials used at the facilities will be documented on a confirmation of service form. This form shall serve as documentation for payment. Original Invoices will be mailed to the Comptroller's office as listed on the purchase order within 30 days and a confirmation of service will be faxed to the District Purchasing Agent at (717) 705-2187 within 48 hours of completion of work, and acceptance by the District Contract Administrator. The District Purchasing Agent will use the faxed copy to enter a goods receipt into the Department SAP system.