

MECHANICAL SERVICE CONTRACT 10-04 TO 09-09

Salisbury University

SECTION III

SPECIFICATIONS

- A. DIVISION 1 - GENERAL CONDITIONS
 - 1. General
- B. DIVISION 2 - SUPPLEMENTARY GENERAL CONDITIONS
 - 1. Qualifications
 - 2. Communication
 - 3. Asbestos
 - 4. Application for Payment
 - 5. Facilities
- C. DIVISION 3 - DETAILED SPECIFICATIONS
 - 1. Scope of Work
 - 2. Detail of Work
 - 3. Term of Contract

DIVISION 1 - GENERAL CONDITIONS

1. GENERAL:

a. The State of Maryland, Salisbury University, General Conditions of the Contract between the Owner and Contractor, current issue, and hereby made a part of these documents. They are available for review at either the Procurement Office at Business and Financial Services or the Procurement Office at the Support Services Building, Salisbury University, 1101 Camden Avenue, Salisbury, Maryland 21801.

DIVISION 2 - SUPPLEMENTARY GENERAL CONDITIONS

1. QUALIFICATIONS

a. Recommendation for award of this contract will be contingent upon the Contractor meeting the following qualifications:

1. The Contractor selected must be a certified Maryland Licensed Contractor. Contractor shall have been currently licensed for at least three (3) years. The successful bidder will be required to provide his original license to the Procurement Officer before the Contract is started.

2. The University may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work; the Bidder shall furnish to the University all such data and information as requested by the University. The University shall be the sole judge of the competency of Bidders to carry out the Contract. The University's decision shall be final.

3. Provide at bid opening the following:

- a. Copy of the company's business license.
- b. A statement of how long the company has been in business under the same name that appears on the business license.
- c. A list of three (3) different references of mechanical renovations, constructions, or projects of similar size and scope.
- d. A list of all employees that are HVAC mechanics, plumbers, or other trades. List is to include name of employee, trade, years of experience, years employed by the company, and any certification

acquired.

- e. Provide a clear, concise statement on company letterhead stating that all workmen employed on projects under this contract will come from employees of record and not from a subcontracting source.

4. Responders to this bid offer who fit the designation of General Contractor are hereby notified that in consideration of University time constraints, conflicting work schedules between responders and the University, and for ease of daily communications management, Salisbury University will accept no sub-contractors for work projects assigned under this bid. General Contractors who can accomplish work assigned under this bid from within regular company employees of record at the time of the issue of the Contract from this bid notice are encouraged to respond. Those who may have to sub-contract all or part of any future assigned projects need not apply. All individual contractors who do not function as General Contractors are encouraged to respond to this bid request. This invitation is applicable for the Mechanical Trades only. All responders to this bid must provide a clear concise statement on company letterhead stating that all workmen employed on projects under this contract will come from employees of record and not from a sub-contracting source.

5. In consideration of the volume of work available within the general population at certain times of the year which may cause severe scheduling conflicts for all concerned, it is the intent of the University to offer work under this bid to the top three (3) responders in order of lowest to highest hourly wage submitted. The University has determined that responsiveness in the execution of some of the tasks envisioned under this contract is of paramount importance and must be given prime consideration in the establishment of this contract. Additionally, responders must be able to guarantee the ability to handle multiple tasking simultaneously without the need for additional time to look for and engage additional resources from outside their organization when tasked past their limit of capability. To eliminate this problem of over tasking the University reserves the right to employ multiple contractors of the same trade or licensed tradesmen and to issue multiple contracts in response to this bid. The University will not entertain bids from General Contractors with intent to sub-contract. All Contracting will be conducted by the University. The University will of course select the Contractor submitting the lowest hourly wage rates as the primary Contractor and task them initially for all work assigned under this bid.

It is the intent of the University to select the 2nd and 3rd lowest bids submitted as back up contractors for work under this bid and offer to them any work not able to be handled by the prime contractor due to over tasking. This work will be offered to the 2nd lowest contractor record and in the event that he is unavailable then it will be offered to the 3rd lowest contractor of record. The 2nd and 3rd ranking will be determined as a result of the initial bid process and be determined by the hourly wage rates submitted. The contractors will be granted only one PASS of work offered under this bid.

6. The Contractor awarded this bid must not sub-contract for the tradesmen indicated for this bid (i.e., carpenter, plumber & HVAC mechanic or electrician). However, if after becoming involved in a project for the University it is found by the contractor that they cannot do part of the job due to it being out of their trade skill, then a sub-contractor may be called only after approval from the University. At this time it will be the contractor's responsibility to arrange for a sub-contractor and pay that sub-contractor for the job.

2. COMMUNICATION

a. The contractor is required to maintain on site at all times when work is in progress on this project, an individual who represents the Contractor, is responsible for the entire project, and can communicate in English with the State representatives.

3. ASBESTOS

a. If at any time during the performance of the work required by the Contract, the Contractor finds or has reason to suspect the presence of asbestos in the work area, he shall immediately notify the University representative in writing setting forth his observation, suspicions and requesting instructions. At the same time, the Contractor shall withdraw all his personnel from the potentially contaminated area.

4. APPLICATION FOR PAYMENT

a. The Contractor shall submit monthly, or as agreed upon with the University, an application for payment submitted on University provided forms. Provide original and five copies.

5. FACILITIES

a. The Contractor is not to use campus lounges for lunches or for breaks.

DIVISION 3 - DETAILED SPECIFICATIONS

1. SCOPE OF WORK

a. Contractor is to provide an hourly rate for licensed plumber/heating and air conditioning mechanics and mechanical helpers as indicated on bid form. To be experienced in all aspects of general plumbing, heating and air conditioning and ductwork installation work to provide plumbing and mechanical support and emergency service calls on a campus wide as needed basis.

2. DETAIL OF WORK

a. The Contractor is to be available on a 48-hour notice to support mechanical operations as determined by the campus need. The Contractor will also provide emergency service calls as necessary. The contract will begin on 10-15-04 and terminate on 9-30-05 or until the sum of \$100,000 per year has been depleted, whichever occurs first. The contract will also include the provision for four (4) one year extensions of the contract at the sole discretion of the University beginning October 1, 2005 and running until September 30, 2009. Price increase for each additional year, if any, for years 2005 thru 2009 (October 1, 2005 thru September 30, 2006; October 1, 2006 thru September 30, 2007; October 1, 2007 thru September 30, 2008; and October 1, 2008 thru September 30, 2009) is not to exceed the percentage increase of the United States Department of Labor Consumer Price Index for the preceding year. The Contractor will advise the Owner by June 30 the total compensation required for next years service period October 1 to September 30 and for each successive year thereafter throughout the length of the contract, i.e., through September 30, 2009.

b. The Contractor may be required to report to the Physical Plant Facility Building to use the time clock while performing work on campus. This will be determined by the Director of Physical Plant.

c. The contractor is to be available to respond to emergency service calls within two (2) hours to diagnose and repair or safely secure the plumbing/mechanical problem reported. An emergency service call may be a call received during normal working hours (Monday - Friday, 7:00 a.m. - 5:00 p.m.), evenings, or weekends. Hourly rates for an emergency service call and an overtime emergency service call will be required on the bid form. Salisbury University personnel typically handle emergency service calls. Contractor may be called if Salisbury University personnel are unavailable or unable to fix the problem.

d. The lists of materials applicable to the various projects should be purchased through the University Procurement Officer, Elaine Allnutt, Support Services. Coordinate material list with representative of Physical Plant Department. Any material the contractor may use from their stock when responding to an emergency service call shall be replaced in kind by the University.

e. Contractor is to install such items in accordance with codes and standards set by the industry using tools, rigging, equipment, etc., to be provided by the Contractor. Contractor shall be responsible for any and all permits and inspections. Submit invoices for cost of inspection and permits to SU for payment. Submit final inspection certification to SU for verification prior to final payment to the contractor.

f. The Contractor will be responsible to provide all tools for the execution and completion of the contract. The University will not be responsible to repair, replace, or provide any tools in the execution or completion of this contract.

g. Based upon the scope of work and completion schedule it may be necessary for

the contractor to provide more than one person for each of the trade classifications listed.

3. TERM OF CONTRACT

a. The term of this contract will begin on October 15, 2004 and will terminate on September 30, 2005 and will include the provision for four (4) one year extensions of the contract at the sole discretion of the University beginning October 1, 2005 and running until September 30, 2009.

b. The Owner or state representative reserves the right to terminate this contract at the end of any contractual year (September 30) if monies have not been made available through budgeted funds for additional work by giving thirty (30) days written notice prior to September 30 in any year.

c. Due to planned renovations, replacements and new construction, the timing and extent of which has not yet been determined, the University reserves the right to terminate this contract by giving 30 days written notice at such time the University determines the contract is no longer adequately responsive to the maintenance needs being generated by such renovations, replacements and/or new construction. Preliminary to such a termination would include an opportunity for the contractor and the University to negotiate such changes to the existing contract that would be acceptable to both parties.

END OF SECTION