

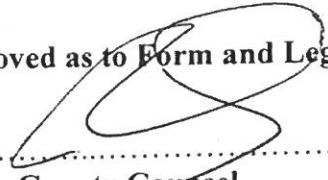
CONTRACT AWARD**CK09MERCER2023-19 ELECTRICAL PARTS AND EQUIPMENT FOR THE COUNTY OF
MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD
OF TWO (2) YEARS****RESOLUTION #: 2024-120****CONTRACT TERM: FEBRUARY 22, 2024 - FEBRUARY 21, 2026**

NAME OF BIDDER:	US ELECTRICAL SERVICES DBA YALE ELECTRICAL SUPPLY
ADDRESS	5 SECOND ST.
CITY, STATE, ZIP	TRENTON, NJ. 08611
CONTACT	SUE ADAMS
TELEPHONE	609-695-6121
FAX	N/A
E-MAIL	SADAMS@YALEELECTRICSUPPLY.COM
NJ SAVI DESIGNATION	
EXTEND TO COOPERATIVE	YES
NEW JERSEY BUSINESS REGISTRATION	OK
EIC	14090, 4.15.2026
TRA-SER CERTIFICATION	SIGNED AND DATED
CONTINUITY OF SERVICE	YES
EXCEPTIONS	NONE

CLICK LINK BELOW TO PRICE SHEET[PRICE SHEET](#)

Approved as to Form and Legality

Date



 County Counsel

February 22, 2024

AWARD OF BID RECEIVED JANUARY 3, 2023 TO US ELECTRICAL SERVICES DBA YALE ELECTRIC SUPPLY FOR ELECTRICAL PARTS AND EQUIPMENT FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM. TOTAL AMOUNT NOT TO EXCEED: \$100,000.00 PERIOD: FEBRUARY 22, 2024 THROUGH FEBRUARY 21, 2026 (CK09MERCER2023-19)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for Electrical Parts and Equipment for use by the County of Mercer and the Mercer County Cooperative Contract Purchasing System for a period of two (2) years as authorized through Resolution No. 2018-89, adopted February 8, 2018 through bid terms and specifications, as provided by law; and,

WHEREAS, two (2) separate sealed bids were received on January 3, 2023 in connection with the aforementioned services; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; and,

WHEREAS, the bid of US Electrical Services dba. Yale Electric Supply, 5 Second Street, Trenton NJ. 08611, shall be awarded for the period of February 22, 2024 through February 21,2026, in the total amount not to exceed \$100,000.00; and,

.....
 Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Frisby	X				✓		Stokes	X					✓
Lewis	X						Walter	X					
McLaughlin	X						Cimino	X					
Melker	X												
X—Indicates Vote Abs.—Absent N.V.—Not Voting Res.—Resolution Moved Sec.—Resolution Seconded													

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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 such funds are contingent upon the inclusion in and adoption of the 2024, 2025 and 2026 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer 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 Agent for further distribution.


.....
Clerk to the Board

**SPECIFICATIONS FOR ELECTRICAL PARTS AND EQUIPMENT
FOR THE COUNTY OF MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM FOR
A PERIOD OF TWO (2) YEARS**

INTENT

The County of Mercer requests sealed bids for electrical parts and equipment for the County of Mercer and Cooperative Contract Purchasing System. The County will award the contract for a period of two years. Please submit all questions in writing to ophibbert@mercercounty.org or on the BidNet portal **no later than December 21, 2023**. Contract shall commence February 2024.

BENCHMARK PRICING

In lieu of manufacturer's price lists or distributor catalog pricing, Mercer County will use the Trade Service Company's TRA-SER electrical database software program as the source for product pricing. To be eligible for award, contractors must agree to use the TRA-SER program and its column 3 listing as the basis for the pricing from which its discount is taken. The contractor must maintain its subscription with TRA-SER for the full term of the contract. The cost of the software shall be the responsibility of the contractor.

Based upon past purchasing history, the estimated value of electrical supplies and equipment is \$300,000.00 annually. The County does not guarantee quantities or amounts to be purchased and actual purchases could be more or less than the amount stated. All items will be purchased as needed. Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

The County reserves the right to purchase items from state contract in the event that the vendor cannot provide said products. The County reserves the right to bid separately for any product that is not stated in the proposal pages.

PRICING

The TRA-SER program updates pricing monthly and the awarded contractors will charge the benchmark pricing at the time the order is placed by the department. The awarded contractor(s) shall supply the current pricing page copy to the using agency prior to issuance of a purchase order and the purchase order will reflect the pricing issued by the awarded contractor. The awarded contractor shall also provide a copy of the pricing page with its invoice and shipping document.

BRAND OR EQUIVALENT

Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equivalent to the standard described and be of the same quality of work. Materials are stated in the proposal pages and respondents shall insert their discount. This contract shall be awarded for parts and equipment only. Installation shall be performed by the County of Mercer employees.

Those brands identified in the proposal page or equivalent may be purchased under any contract resulting from this request for bid. All brands must be listed in the TRA-SER electrical database. **A brand which is not listed in the TRA-SER database will not be awarded as this award is based upon benchmark pricing through the TRA-SER database.**

All Parts must be new and of current manufacture. Discontinued or remanufactured parts are not permitted. Where applicable by law, items supplied must comply with all pertinent OSHA requirements. The awarded contractors shall package and protect all material so that they are delivered to the County and using agency in a properly packaged, new and undamaged condition. The County reserves the right to reject any material which is damaged or delivered or received in an otherwise unacceptable condition. Any charges incurred due to damaged materials will be the responsibility of the contractor.

All bidders and awarded contractors must subscribe to Trade Service's TRA-SER electrical database software program. The contractor must subscribe to the TRA-SER electrical database in order to support the mandatory requirement of supplying a pricing page copy to the using agency prior to issuance of a purchase order and with its invoice after shipment. The contractor must maintain and update its subscription for the full term of the contract and any extensions thereof. The TRA-SER electrical database software can be obtained from Trade Service Company.

PRICING METHODOLOGY

The contractor must provide the most current dated copy of the relevant TRA-SER pricing sheet prior to issuance of a purchase order by the using agency. The pricing sheet must clearly show the manufacturer, product and column three (3) pricing. With each invoice, the contractor shall provide a dated print out of the relevant page reflecting the pricing reported through TRA-SER at the time of the order. Pricing for all orders placed under contracts awarded as a result of this request for bid will be based on the TRA-SER pricing at the time of the order, reduced by the awarded contractor's discount. The County will accept volume discounts and the using agency will contact the awarded contractor to inquire if quantity discounts are available.

The awarded contractor shall offer any manufacturer price reductions to using agencies. It is the responsibility of the using agency to verify that the pricing on all orders reflects the pricing reported by TRA-SER at the time of the order.

The awarded contractors must have a full-service location within the County of Mercer as this a co-operative award and governmental entities located with the geographic boundaries of Mercer County will, if the awarded contractor(s) agree, to extend the contract to the co-operative members

DELIVERY

The awarded contractors shall deliver items to the using agency between the hours of 7:30 A.M. and 4:30 P.M. on regularly scheduled agency work days. Deliveries outside of these hours will not be accepted unless with the prior approval of the using agency. For routine deliveries of in-stock products, the awarded contractors shall deliver within two (2) business days after receipt of purchase order to all agencies within its awarded geographic area. For out-of stock products, delivery shall be within three (3) days of receipt from the manufacturer.

EMERGENCY DELIVERY

Using agencies may have emergencies requiring expedited delivery. For emergency orders, the contractor shall provide delivery within forty-eight (48) hours. The using agencies will have the option of picking up the material at the contractor's location whether for routine or emergency orders. All deliveries shall be FOB destination. Freight charges must be factored into the upcharge to the County.

WARRANTY

All products shall carry the manufacturer's standard warranty. The warranty documents shall be included with each product delivery. If any product fails to perform satisfactorily within the first 30 days, it shall be replaced with the same make and model at no additional cost to the using agency. Temporary equipment shall be provided within twenty-four (24) hours while replacement is being processed.

RETURNS

Using agencies will return the materials for full credit or replacement, if defective, at no additional cost. Over shipments may be returned at no additional cost to the using agency. Return freight costs will be the responsibility of the awarded contractors

MANUALS AND INSTRUCTIONS

To assure the proper function and operation of equipment, the awarded contractor must supply a shop repair manual, parts manual, service manual or operator's manual with delivery at no additional cost. Instructions for the operation of the unit must also be provided where necessary. The awarded contractors are authorized to ship only those items covered by the contracts resulting from this award.

TRA-SER CERTIFICATION

In lieu of manufacturer's price lists or distributor catalog pricing, Mercer County will use the Trade Service Company's TRA-SER electrical database software program as the source for product pricing. To be eligible for award, contractors must **sign below agreeing** to use the TRA-SER program and its column three listing as the basis for the pricing from which its discount is taken. The contractor must maintain its subscription with TRA-SER for the full term of the contract. The cost of the software shall be the responsibility of the contractor.

SIGNATURE

DATE