

42807

**TO:** Board of Acquisition and Contract

**FROM:** Jay T. Pisco, P.E.  
Commissioner of Public Works and Transportation

**DATE:** October 21, 2014

**SUBJECT:** Resolution to Award to the Low Bidder  
Contract No. 14-201  
Maintenance Service of Fan Coil Units  
White Plains Complex  
White Plains, New York  
**Contractor:** Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical  
**Amount:** \$395,205.00

On August 20, 2014, two (2) bids were received and opened for Contract No. 14-201 for Maintenance Service of Fan Coil Units, White Plains Complex, White Plains, New York.

Two (2) contractors submitted bids for this project. The project was advertised on the Empire State Purchasing Group website, in addition to the Journal News (Westchester-Putnam Edition), and was viewed by eleven (11) entities on the Empire State Purchasing Group website. In addition, e-mails were sent to those eleven (11) entities and to an additional forty seven (47) suppliers and contractors.

The bids were reviewed by the Department and it was determined that Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical submitted the low bid in the amount of \$395,205.00.

The low bidder has been investigated and it has been found that Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical:

- Performed satisfactory work in the past for the County.  
 Past experience has been investigated and found satisfactory.

Funds for this project are available in the:

- Capital Budget  
 Non-Recurring Budget  
 Operating Budget

The objective of this contract is to maintain fan coil units for continuous and uninterrupted operation.

This contract is in the public's best interest because it will promote the health and safety of the general public by maintaining heat and air conditioning systems within specified parameters.

The project will provide energy savings by maintaining fan coil units within operating specifications, thus addressing the County Executive's priority area: Health and the Environment (HE).

As expenditures are made pursuant to this authorization, detailed records will be kept in the County's on-line financial system. These records will be easily accessible by Finance, Budget and department staff and will be reviewed regularly to ensure that funds are used appropriately.

This contract is for a term of three (3) years with one two (2) year renewal at the discretion of the County.

It is my recommendation that Contract No. 14-201 be awarded to Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical in the amount of \$395,205.00, subject to appropriations.

JA/

APPROVED BOARD OF ACQUISITION & CONTRACTS - 11/13/2014, JOMAR VEIRA, SECRETARY

# RESOLUTION

## CONTRACT NO. 14-201

Upon communication from the Commissioner of Public Works and Transportation, be it

**RESOLVED**, that Contract No. 14-201, for Maintenance Service of Fan Coil Units, White Plains Complex, White Plains, New York be and is hereby awarded to the low bidder, Sun-Dance Energy Contractors, Inc. d/b/a Markley Mechanical, 424 Central Avenue, Peekskill, New York 10566, in the amount of \$395,205.00; and be it further

**RESOLVED**, that as set forth in the Contract No. 14-201 bid specifications this contract is for a term of three (3) years with one two (2) year renewal at the discretion of the County; and be it further

**RESOLVED**, that this contract is subject to County appropriations; and be it further

**RESOLVED**, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	46	3200	4380		\$131,735.00 (2015)
	101	46	3200	4380		\$131,735.00 (2016)
	101	46	3200	4380		\$131,735.00 (2017)

**Budget Funding Year(s)** 2015-2017      **Start Date:** January 1, 2015      **End Date:** December 31, 2017  
(must match resolution)

**Funding Source:**      **Tax Dollars** 100% County      **Contractor Federal I.D. No./**  
**State Aid** \_\_\_\_\_ **Social Security No.:** \_\_\_\_\_

\$395,205.00      **Federal Aid** \_\_\_\_\_      **Vendor No.:** \_\_\_\_\_  
(must match resolution)      **Other** \_\_\_\_\_      **Encumbrance No.:** \_\_\_\_\_