

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Sewer Equipment-Vactor (OEM) Parts & Labor**

Contract Period: August 4, 2020 through August 3, 2021 with 2-1 year options
Extended through 8/3/2022 w/1 year option
Extended through 8/3/2023

Original Date of Issue: July 29, 2020

Date of Revision: 1/20/2023

BID No: **RFB-RC-2020-061**

Catalog: **Wastewater Treatment**

Authorized Users: Rockland County Sewer District #1, All Political Subdivisions

Address Inquires To:

Name: Richard Ryan
Title: Purchaser II
Phone: 845-364-3817
Fax: 845-364-3809
E-mail: ryanri@co.rockland.ny.us

Description

This contract is for OEM Parts & Labor Rates for Vactor Sewer Equipment.

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 20-061	0000020912	Jack Doheny Companies 777 Doheny Drive Northville, MI 48167 Contact: Alan Earl alanearl@dohenycompanies.com ryangideon@dohenycompanies.com	(973) 332-0219 FAX: (973) 659-0081

COUNTY OF ROCKLAND
DGS – PURCHASING DEPARTMENT
BLDG. A, 2ND FLOOR, 50 SANATORIUM ROAD
POMONA, NY 10970
TELEPHONE NO.: 845-364-3820
FAX NO.: 845-364-3809

VENDOR: Jack Doheny Company

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Labor Rate During Normal Business Hours	46065000001	20	HOURS	\$130.00	\$2,600.00
2	Labor Rate After Normal Business Hours for Emergencies	46065000002	8	HOURS	\$130.00	\$1,040.00
3	PARTS MARK-UP Percent Mark-Up For any parts and materials which may be purchased in conjunction with repairs other than base bid. (Bidder must enter 0 in appropriate column if there is no discount offered.) Not to Exceed 10% Percent Markup shall be entered as a whole number EX: 10% = 0.10	46065000004	ESTIMATED DOLLARS EXPENDED \$ 25, 000	PERCENT MARK UP (Not to Exceed 10%)	<u>10%</u>	\$27,500.00
4	SUBCONTRACTOR MARK-UP Percent Mark-Up For any subcontractor which may be used in conjunction with repairs other than base bid. (Bidder must enter 0 in appropriate column if there is no discount offered.) Not to Exceed 10% Percent Markup shall be entered as a whole number EX: 10% = 0.10	46065000005	ESTIMATED DOLLARS EXPENDED \$ 1, 000	PERCENT MARK UP (Not to exceed 10%)	<u>10%</u>	\$1,100.00

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PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: www.rcpurchasing.com
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

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SPECIFICATIONS

1. SCOPE

- 1.1. The scope of this bid is to provide parts and labor for the maintenance and repair of sewer equipment owned and operated by the Rockland County Sewer District # 1 and manufactured by Vactor.

2. GENERAL REQUIREMENTS

- 2.1. Vendor shall be authorized dealer and repair center of equipment manufactured by Vactor. Vendor shall employ factory trained personnel to perform repairs and maintenance. All parts and repairs are to be made with Vactor OEM equipment parts. Vendor shall be responsible and liable for damage to Rockland County equipment caused by the fault and/or negligence of the vendor.
- 2.2. Vendor shall supply all labor, equipment, and materials necessary to perform equipment maintenance unless otherwise specified.
- 2.3. Vendor shall comply with Environmental Protection Agency (EPA) guidelines for the disposal of hazardous material.
- 2.4. All maintenance and repairs shall be completed in accordance with manufacturer's requirements.
- 2.5. Repairs shall be done with authorization from a Rockland County representative and shall be done on a time and materials basis at rates provided in the bid package.
- 2.6. Equipment shall be delivered to the vendor's site by Rockland County Personnel.
 - 2.6.1. Travel and mileage costs shall be determined by the County of Rockland completing a mileage and time sheet for each vendor. Vendor shall enter their repair shop address on the mileage and timesheet.
- 2.7. The Purchasing Department will issue purchase orders for all repair work. Do not undertake any repair or installation without getting a purchase order number first.
- 2.8. Replacement materials are to be charged at vendor's cost, plus percentage markup as specified in bid.
- 2.9. Detailed descriptions of all repair work must accompany all invoices.
- 2.10. All repair work must be guaranteed for 60 days.
- 2.11. All services and repairs must meet with the approval of the County of Rockland.
- 2.12. Bidder must have at least three (3) years- experience in the sewer equipment repair industry.
- 2.13. Vendor must be able to begin work on vehicles within 24 hours of contact by the County of Rockland.
- 2.14. Bids containing restrictions will not be acceptable unless the Rockland County Purchasing Department deems the restrictions conform to the County of Rockland requirements.
- 2.15. The estimated labor hours and quantities listed are estimates only and may be more or less depending on the needs of the County of Rockland.
- 2.16. Vendor shall acknowledge all emergency requests within four (4) hours of notification by a Rockland County Representative and be on site at Rockland County facility within 12 hours of notification.

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2.17. Vendor is required to provide an afterhours telephone number for emergency requirements.

3. REPAIR WORK

- 3.1. The contractor shall only perform emergency/repair work which is required. Repairs shall be performed only with the written authorization of an authorized County of Rockland representative. Should any work be performed without authorization payment will not be made.
- 3.1.1. Prior to the commencement of work, contractor shall submit a written estimate. The estimate shall contain the following:
- 3.1.1.1. Project scope of work.
- 3.1.1.2. Name of County of authorizing Rockland County Department and representative.
- 3.1.1.3. Estimate of labor hours and hourly rates.
- 3.1.1.3.1. List of material to be used and cost.
- 3.1.1.3.2. List of all anticipated Sub-contracted work with cost.
- 3.1.1.3.3. Total estimated cost for the project.

4. PAYMENT AND INVOICES

- 4.1. All labor shall be invoiced and paid, as bid, on the proposal pages.
- 4.1.1. All equipment and material shall be invoiced as bid on the proposal pages.
- 4.2. Detailed description of all completed preventive maintenance and/or repair work must accompany all invoices.
- 4.3. Detailed billings must be received by the County of Rockland within fifteen days after completion of each job.
- 4.4. Labor and material charges as authorized by the County of Rockland will be paid according to the following requirements:
- 4.4.1. LABOR CHARGES
- 4.4.1.1. The invoice must list specifically the type of employee or laborer utilized and the number of man-hours worked. The Contractor's labor charges must correspond to the rates which he will supply with the bid. The bidder agrees and hereby certifies that all labor charges contained in the bid's invoices and vouchers shall be only those that were necessary to complete the required work. All labor shall be billed from the time bidder's employee arrives at, to the time he departs from the Rockland County job site. **There shall be no allowance for travel time and/or expenses.**
- 4.4.1.2. Invoices for labor must be billed to the next quarter hour of actual time worked (example: 8:00 AM to 9:10 AM would be billed at 1 hour and 15 minutes). Invoices rounded to the next full hour will not be approved for payment.
- 4.4.2. MATERIAL/PARTS % MARKUP – NOT TO EXCEED 10% – The contractor shall add a fixed percentage above material charges to the invoice for payment. The percent markup must

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correspond to the figure entered in the proposal to this bid. Invoice must show contractor's cost and markup cost. **Markup shall not be applied to freight charges. Percent Markup shall be entered as a whole number EX: 10% = 0.10**

4.4.2.1. Material Costs – the invoice must list specifically all parts, which the contractor has purchased from other sources, and the cost to him for each. The County of Rockland may require verification of these costs by copy of the invoice as submitted to the contractor for payment. The bidder agrees and hereby certifies that all parts and materials which he purchases shall be at the lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the purchase be made. All parts must be new and of first quality. Documentation of material costs (invoices, etc.) of items greater than \$100 must be provided with bidder's invoices. County of Rockland reserves the right to supply material when deemed in the best interest of the County of Rockland.

4.4.3. ADDITIONAL ITEMS

4.4.3.1. If the Contractor expects to incur any additional costs not specified in the above paragraphs, he must submit a list of those items and corresponding charges or schedule with his bid. There will be no additional charge for delivery or mileage. No other costs except those placed in the bid proposal at the time the bid is submitted shall be evaluated, considered or deemed acceptable charges by the County of Rockland. The Contractor further agrees that should it be determined by the County of Rockland that the Contractor is falsifying his invoices or partaking in fraudulent practices so as to reflect higher costs than actually incurred in the repair, this falsification of fraudulent practice shall be considered a material breach of the terms of the contract. Nothing herein shall be considered to limit the authority of the County of Rockland to prosecute any bidder or Contractor who violates the laws of the State of New York.

5. SUBCONTRACT WORK

5.1. Contractor must receive written approval prior to subcontracting any repair work. This approval must be granted by an authorized County of Rockland representative. Contractor shall submit subcontractor's invoice as documentation with his invoice. Subcontracted work will be kept to a minimum.

5.2. Payment for Subcontracted Repair Work.

5.2.1. Authorized Subcontract Work shall be billed and paid for in accordance with the following:

5.2.1.1. The invoices for payment of authorized subcontracted work shall be billed by the Bidder at a rate of cost, plus markup not to exceed 10%.

5.2.1.2. Invoices shall contain an itemized listing of all parts labor and materials used for the scope of work described and include the cost to Bidder for each item.

5.2.1.3. The County of Rockland requires verification of these costs by copy of the invoice as submitted to the contractor for payment.

5.2.1.4. The bidder agrees and hereby certifies that all parts, labor and materials which he subcontracts shall be at lowest price available at the time considering the prevailing conditions and

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circumstances for which it is required that the work be performed. County of Rockland reserves the right to supply material when deemed in the best interest of the County of Rockland.

6. INCREASES

- 6.1. In the second through third year of this agreement, at the County of Rockland's option, the Contractor may receive a Unit Daily Cost increase not to exceed the prevailing CPI. The decision of the County of Rockland is Final and Binding. At the option of the County of Rockland, this contract(s) may be extended for two additional one- year terms with the prevailing CPI increase. Vendors must request this increase in writing 30 days in advance of contract renewal.
- 6.2. There shall be no increase in percentage mark-up.
- 6.3. CPI-U means the Consumer Price Index for U.S. City Average-Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor or a successor or substitute index, appropriately adjusted. The Final and Binding decision to extend or not extend this agreement shall rest with the County of Rockland.
- 6.4. Vendors shall submit a letter to the Director of Purchasing addressing any unscheduled price increases from the manufacturers. This letter must also include, on the manufacturer's letterhead, all information to support any unscheduled increase. Any increase authorized is at the sole discretion of the Director of Purchasing and shall be made in writing.

7. AWARD

- 7.1. This bid will be awarded in total to the lowest responsible bidder meeting the stated requirements.