

COUNTY OF ROCKLAND  
Department of General Services  
**Purchasing Division**

# Contract Award Notification

Title: HVAC Systems, Maintenance and Repair

Contract Period: October 15, 2023 through October 14, 2024 w/2-1 year options  
Extended through October 14, 2025 w/ 1-1 year options

Original Date of Issue: October 3, 2023

Date of Revision: July 25, 2024

**BID No:** RFB-RC-2023-074

**PW # :** 2023007405 (Article 8)

**Catalog:** Facilities

Authorized Users: County Agencies, All Political Subdivisions

Address Inquiries To:

Name: Nicholas Chodor  
Title: Purchaser I  
Phone: 845-364-3856  
Fax: 845-364-3809  
E-mail: chodorn@co.rockland.ny.us

**Description**

This contract is for the inspection, maintenance & repair of commercial/residential boilers

Contract #	Vendor Number	Contractor & Address	Telephone No.
Bid 23-074	000005905	Joe Lombardo Plumbing & Heating Inc 321 Spook Rock Road, Suffern, NY 10901 Contact: Ronald J. Lombardo michele@josephlombardo.com	845-357-6537  Emergency #: 845-494-0009  <b>FAX:</b> 845-357-8529

**COUNTY OF ROCKLAND**  
**DGS – PURCHASING DEPARTMENT**  
**BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD**  
**POMONA, NY 10970**  
**TELEPHONE NO.: 845-364-3820**  
**FAX NO.: 845-364-3809**

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	Vendor
<b>LABOR COSTS FOR HVAC TECHNICIAN</b>						
1	<b>Labor Rates for Monday to Friday</b> 8:00 AM to 4:00 PM	91036550007	1000	HOUR	<b>\$100.00</b>	<b>Joe Lombardo P&amp;H Inc.</b>
2	<b>Labor Rates for Monday to Friday</b> 4:00 PM to 8:00 AM	91036550008	30	HOUR	<b>\$150.00</b>	<b>Joe Lombardo P&amp;H Inc.</b>
3	<b>Labor Rates for Saturday</b> 8:00 AM to 12:00 Mid.	91036550009	1	HOUR	<b>\$150.00</b>	<b>Joe Lombardo P&amp;H Inc.</b>
4	<b>Labor Rates for Sunday and Holidays</b>	91036550010	1	HOUR	<b>\$200.00</b>	<b>Joe Lombardo P&amp;H Inc.</b>
<b>COST FOR MATERIALS</b>						
5	<b>PERCENT MARK-UP</b> If no discount is being offered, enter "0" in the space provided. Mark-Up shall not exceed 10%. There shall be no mark-up on freight.	91036550017	ESTIMATED MATERIAL DOLLARS \$90,000.00	PERCENT MARK-UP	<b>10.00%</b>	<b>Joe Lombardo P&amp;H Inc.</b>

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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](http://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](http://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

**A Virtual Pre-Bid via Microsoft Teams will be hosted on August 31,2023 at 11:00 AM - To Participate select the link. Microsoft Teams Meeting Link:**

[Click here for Pre-Bid Meeting](#)

**Meeting ID: 261 912 246 381**  
**Passcode: eCZowF**

### 1. SCOPE

- 1.1. The scope of this bid is to provide and perform maintenance and repair of heating, ventilation, and air conditioning equipment at the Dr. Robert L. Yeager Health Center, New City Government Center, Rockland Community College, Fire Training Center and any other agency location of the Rockland County Government.

### 2. GENERAL REQUIREMENTS

- 2.1. The contractor shall provide all labor, material, equipment, parts and supervision to perform required HVAC maintenance and repair as required for each County of Rockland facility.
- 2.2. Maintenance and repair shall be performed during normal work hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.
- 2.3. Repair service calls shall be provided during and after normal work hours, twenty-four (24) hours a day, 7 days a week, including holidays.
- 2.4. Response time for repair service shall not exceed two (2) hours.
- 2.5. Telephone Service:
  - 2.5.1. Contractor shall maintain a continuous manned telephone service whereby he/she can be reached twenty-four (24) hours per day, seven days / week, Sundays and Holidays. Answering machines are not acceptable.

### 3. QUALIFICATIONS OF BIDDER AND SERVICE PERSONNEL

- 3.1. The bidder shall be able to demonstrate that he/she has satisfactorily performed maintenance on systems of similar operation and that he/she has an organization capable of fulfilling all of the services required according to the manufacture's specifications for all types of HVAC equipment.
- 3.2. The bidder shall supply, with the bid, a list of five (5) references that he/she has worked with in the last year including contact name, telephone number firm name and address.
- 3.3. The contractor shall provide a minimum of three (3) service personnel who are familiar with performing maintenance and repair servicing of HVAC equipment.
- 3.4. Service personnel shall have a minimum of five (5) years of experience in HVAC maintenance, repair, installation, operation and troubleshooting. The bid submittal shall contain the names and work experience of the service personnel who will service the equipment. This list shall be kept updated with personnel changes. The County shall be notified in writing of any service personnel changes.

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- 3.5. Contractor shall possess a valid license by the County of Rockland to perform HVAC work at the time of the bid. Contractor shall submit copy of the license with bid.
- 3.6. The contractor and their service personnel shall possess all state and county licenses required to provide HVAC maintenance and repair. Proof of these licenses shall be submitted with the bid submittal.

#### **4. CLEAN AIR ACT**

- 4.1. Contractor to provide as of November 14, 1994, or as amended, as required by Section 608 of the 1990 Clean Air Act, the Environmental Protection Agency (EPA) approved CFC Technician Certification for all service technicians involved in the recycling or reclamation while performing maintenance under this contract. Certification to be included with bid.

#### **5. REPAIR WORK**

- 5.1. The contractor shall only perform repair work, which is required. Repairs shall be performed only with the authorization of the Rockland County's designated representative at each site. Should any repair work be performed without authorization payment shall not be made.
- 5.2. All services and repairs shall meet with the approval of the authorized designated representative of the County of Rockland. Any discrepancies of this work shall be brought to the attention of the Director of Facilities Management for resolution.
- 5.3. If it is determined that it is in the best interest of the County of Rockland to replace equipment instead of repair, the Contractor shall submit a complete scope of work showing model numbers with cost for each item, estimated labor hours and rates and an estimated not to exceed amount to the County Representative for approval by the Director of Purchasing.
- 5.4. The County of Rockland reserves the right to issue a separate bid for replacement of any equipment.

#### **6. SPECIFICATIONS**

- 6.1. The Contractor shall maintain all systems as specified and shall provide all labor and material necessary to keep the equipment properly adjusted for current and efficient operation at all times. The Contractor shall use trained personnel directly employed and supervised by Contractor. The personnel shall be qualified by training and experience to keep the equipment properly adjusted and shall use reasonable care to maintain the systems in proper working condition, satisfactory to the County.
- 6.2. The intent of these specifications is to maintain subject control systems in an operable condition. Any omission of a specific item or component from the specifications shall not relieve the Contractor of responsibility for said systems proper function. A written report as to what work was performed shall accompany each visit.

#### **7. EQUIPMENT REPLACEMENT**

- 7.1. The Contractor shall repair or replace worn or broken parts with original manufacture parts at the direction and with the approval of authorized County Personnel.
- 7.2. The Contractor shall have on hand or maintain a supply of original manufacturer's parts, when available, sufficient for normal maintenance and repair. If original manufacturer's parts are no longer available, parts of equal quality shall be substituted only after receiving approval from the County of Rockland Authorized Representative.

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## 8. FACILITY LOCATIONS AND CONTACT PERSON

8.1. The contractor shall provide service to all County facilities as listed below and any other County government agency.

- |   |                                      |
|---|--------------------------------------|
| 8.1.1. Dr. Robert L. Yeager Health Center | Robert H. Gruffi, PE at 845-364-2958 |
| 8.1.2. New City Government Center         | Robert H. Gruffi, PE at 845-364-2958 |
| 8.1.3. Fire Training Center, Pomona       | Robert H. Gruffi, PE at 845-364-2958 |
| 8.1.4. Rockland Community College         | William Murphy at 845-574-4200       |

## 9. TIME SHEETS

- 9.1. The contractor shall submit a time sheet that clearly indicates equipment serviced. Details of servicing can be found on the records sheets.
- 9.2. The contractor shall also provide a time sheet for repair work, which is not covered under the repair specification.

## 10. LABOR AND EQUIPMENT COSTS

10.1. All work shall be invoiced and paid as bid on bid submission forms.

10.2. Any additional labor or material charges as authorized by the County of Rockland shall be paid according to the following requirements:

### 10.3. Labor Charges

- 10.3.1. The invoice shall list specifically the type of employee utilized and the number of man-hours worked. The Contractor's labor charges shall correspond to the rates, which were supplied 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 required and necessary to complete the required work.

### 10.4. Material Costs

- 10.4.1. All materials used will be listed on the invoice by manufacturers name and model number and shall be billed at a percentage mark-up. Bidder shall enter a % mark-up on the proposal pages. The mark-up shall not exceed 10%. There shall be no mark-up for freight.
- 10.4.2. Documentation of material costs (invoices, etc.) of items greater than \$100 must be provided with bidder's invoices.
- 10.4.3. The bidder agrees and hereby certifies that all parts and materials which he purchases shall be at lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the purchase be made.

### 10.5. Additional Items

- 10.5.1. If the Contractor expects to incur any additional costs not specified in the above paragraphs, he shall submit a list of those items and corresponding charges or schedule with his bid. There shall be no additional charge for delivery or mileage. No other costs except those placed in the bid

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proposal at the time the bid is submitted shall be evaluated, considered or deemed acceptable charges by Rockland County. The bidder further agrees that should it be determined by the County that the bidder is falsifying his invoices or partaking in fraudulent practices to reflect higher costs than actually incurred in the repair, that 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.

#### 10.6. Payment

10.6.1. Detailed description of all completed maintenance and/or repair work shall accompany all invoices.

10.6.2. Detailed billings shall be received by the County within fifteen days after completion of each job.

10.7. This contract is subject to **New York State Labor Law 220, Article 8 Prevailing wages**. The Contractor shall submit with, each invoice, certified payrolls for all labor. Submission of Certified Payroll with invoice is a condition of payment.

#### 11. **BILLING**

11.1. 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.

#### 12. **EQUIPMENT**

12.1. The Contractor is responsible for providing all tools, equipment, computers, test equipment, etc. necessary to efficiently perform all work in a professional and workmanlike manner. The Certificate of Equipment is included in this package and must be completed.

#### 13. **TRAVEL TIME**

13.1. The County of Rockland will not accept nor authorize payment for travel time or expenses of service personnel to any of the County's facility locations. The only billable time shall be for service work performed.

#### 14. **WARRANTY**

14.1. The contractor shall warranty all maintenance and/or repair work for a period of one hundred twenty (120) days.

#### 15. **SAFETY**

15.1. The Contractor shall adhere to all OSHA, PESH and County of Rockland safety rules while the work is in progress. Contractor is responsible for any damage to vehicles or structures resulting from the Contractor's negligence.

15.2. Contractor shall maintain the work site in a clean and orderly fashion. All debris shall be cleaned and removed from the work site each day.

#### 16. **USE OF PREMISES**

16.1. On or about the premises and adjacent areas, the contractor shall cause all apparatus storage of materials, and activities of workmen to be confined to the limits indicated by law, ordinances, permits

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and the direction of the authorized County of Rockland representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus.

- 16.2. The work site shall be kept in such an orderly and safe fashion as to not interfere with the progress of the work or the work of any other contractor.
- 16.3. The contractor shall be responsible for repairing and replacing any damage by his operations within thirty (30) days after notification by the authorized County of Rockland representative that damage has occurred.
- 16.4. It will be the responsibility of the contractor to report, to the authorized County of Rockland representative, any damages found prior to any work at this site.

#### **17. CLEANING UP**

- 17.1. The contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, he/she shall cause to be removed from and about the premises and adjacent areas, all rubbish and tools used for work and surplus materials and shall have the area "Broom Clean" and ready for use. In case of a dispute, Rockland County may remove rubbish otherwise clean up, and may charge the Contractor either by deduction by amounts unpaid to the contractor, or by other means with such cost as the authorized County of Rockland representative shall determine to be fair and equitable.

#### **18. CONTRACT PRICE ADJUSTMENTS UPON RENEWAL**

- 18.1. The proposed rates shall remain firm for the first year of the contract period with no wage adjustments allowed. If the County exercises any of the option years of the contract, Contractors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing.
- 18.2. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.
- 18.3. There shall be no upward adjustments to the Mark-Up offered or lower discount lines.

#### **19. AWARD**

- 19.1. Award will be made to the lowest responsible bidder based on estimated hours and material indicated on the proposal page for lines 1 through 5. All quantities shown are estimated. The successful bidder will be required to furnish quantities that may be more or less than the listed estimated quantities.