

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Food Service Equipment-Installation, Maintenance and Repair**

Contract Period: July 15, 2024 through December 31, 2024 w/ 3 – 1 year Options
Extended through December 31, 2025

Original Date of Issue: August 13, 2024

Date of Revision:

BID No: **RFB-RC-2024-074**

Catalog: **Facilities**

Authorized Users: All County Agencies

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 all labor, parts, equipment and supervision required to perform installation services, preventative maintenance and repairs on food service appliances.

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 24-074	0000028981	Top Repairs Inc. dba Panther Repair 14 Swallow Ave. Spring Valley, NY 10977 Contact: David Mehring david@pantherrepair.com	845-202-0706

COUNTY OF ROCKLAND Repair DGS – PURCHASING DEPARTMENT BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD POMONA, NY 10970 TELEPHONE NO.: 845-364-3820 FAX NO.: 845-364-3809					
VENDOR: <u>Top Repairs Inc. dba Panther</u>					
LINE NO.	DESCRIPTION	ITEM NUMBER	EST. HOURS	HOURLY PRICE	EXTENDED PRICE
1	Technician Labor Rates, Monday to Friday 8:00 AM – 4:00 PM	93130000001	50	\$ 165.00	\$ 8,250.00
2	Technician Labor Rates, Monday to Friday 4:00 PM – 8:00 AM	93130000002	1	\$ 330.00	\$ 330.00
3	Technician Labor Rates, Saturday 8:00 AM – 4:00 PM	93130000003	1	\$ 330.00	\$ 330.00
4	Technician Labor Rates, Saturday 4:00 PM – 12:00 Midnight	93130000008	1	\$ 330.00	\$ 330.00
5	Technician Labor Rates, Sunday AM 12:00 Midnight – 8:00 AM	93130000004	1	\$ 330.00	\$ 330.00
6	Technician Labor Rates, Sunday 8:00 AM – 4:00 PM	93130000009	1	\$ 247.50	\$ 247.50
7	Technician Labor Rates, Sunday 4:00 PM – 12:00 Midnight	93130000010	1	\$ 330.00	\$ 330.00
8	Technician Labor Rates, Monday AM 12:00 Midnight – 8:00 AM	93130000005	1	\$ 330.00	\$ 330.00
9	Technician Labor Rates Holiday	93130000006	1	\$ 247.50	\$ 247.50
10	Technician Labor Rates for <u>incidental work</u> performed not specifically identified in the scope of work. Contractor <u>must</u> obtain written approval from an authorized County Representative prior to using this line item.	93130000011	1	\$ 175.00	\$ 175.00
11	Percent Discount from manufacturer's price Estimated Dollars Expended (\$1000) Multiplied by Percent Discount = X \$1000 Minus X = Extended Price	93130000007	ESTIMATED DOLLARS <u>EXPENDED</u> \$1000	5%	\$ 50.00
12	Precent Mark-up to Contractors Cost for items with no manufactures list price not to exceed <u>15%</u> .	93130000012	ESTIMATED DOLLARS <u>EXPENDED</u> \$2000	15%	\$ 300.00
13	Extended Price of lines 1 thru 12			TOTAL	\$ 11,250.00

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 MAINTENCE & REPAIR**

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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 County of Rockland is seeking a contractor to supply all labor, parts, equipment, and supervision required to perform installation services, preventive maintenance, and repairs on food service appliances and equipment on an “as needed” basis throughout various Rockland County Government buildings.

2. LOCATIONS

- 2.1. Rockland County Government Facilities include, but are not limited to, the Dr. Robert L. Yeager Health Center and Rockland County Fire Training Center in Pomona, The Rockland County Government Center and The Rockland County Correctional Facility in New City, the Rockland County Sewer District #1 in Orangeburg and any other Rockland County Government locations directed by an authorized Rockland County representative.

3. BRANDS / MANUFACTURERS

- 3.1. The Brands and Manufacturers listed below are examples, but not limited to, some of the Brands and Manufacturers currently owned by the County of Rockland
- 3.2. Hobart, Market Forge, Vulcan-Hart, South Bend, Groen, Crimco, Traulson, Randell, Waring, Alto Shaam, Salvajor, Champion, Baim Marie, Duke, Silver King, Color Point, Cecilware, F.W.E., Lake Side, U.S. Range, Hatco, Low-Temp, Continental Metal, Copeland, Lipshaw, Ice-O-Matic, Jewel, Laren, Admiral, GE, Glenco, Scotsman, Bohn, Lang, Cambro, Vulcan, Waring, Hatco, Metro Holding, Victory, Silver King, Curtis, and Kitchen-Larger Kettle-Market Forge.
- 3.3. Examples of equipment owned by The County of Rockland, but not limited to, include Commercial or Household grade Microwaves, Exhaust Hoods, Fryers and Filter Systems, Ovens, Stoves, and Dish Washers,
- 3.4. Bidder should become familiar with manufacturer’s instructions or industry standards for service and repairs on all equipment owned by the County of Rockland.

4. SITE VISIT

- 4.1. All contractors are encouraged to visit the facilities to familiarize themselves with all covered equipment and conditions prior to submitting their bid. Inspections may be scheduled by calling Mr. Robert H. Gruffi, P.E., Director, Facilities Management, (845) 364-2958 or Mr. Patrick Horan, Assistant Director, Facilities Management, (845) 364-3846.

5. EXPERIENCE

- 5.1. Contractor shall have a minimum of three years of experience in the service and repair of food appliances and equipment.

6. REFERENCES

- 6.1. Contractor shall submit, with their bid, a list of three (3) accounts for which they are presently doing such work. Reference must include a contact person and telephone number. The certification of experience form must be completed and returned with this bid. The contractor’s primary business must be in the service and repair of food service equipment similar to those used by the County of Rockland.
- 6.2. Contractor shall also submit, with their bid, a list of brands/manufacturer’s he is authorized/certified to repair/service.

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7. PERSONNEL

- 7.1. All services provided under this contract shall be performed in a workmanlike manner in accordance with the manufacturers recommended manuals.
- 7.2. Contractor shall have on staff a minimum of two technicians experienced in the service and repair of equipment as required under these specifications.
- 7.3. Contractor must submit a list of current employees who would be servicing the County of Rockland. This list should include the names of employees, years of experience and any certifications.
- 7.4. The County of Rockland reserves the right to reject the Contractor's service personnel whom, in the County of Rockland's judgment, is not adequately qualified to perform the work.
- 7.5. All service employees shall check in and out with the Director, Facilities Management or the authorized representative for all service calls.
- 7.6. No sub-contracting is permitted under this contract.

8. SECURITY

- 8.1. For all work being performed at the Rockland County Correctional Facility in New City, the contractor shall abide by several security measures that are non-negotiable. Failure to comply will result in an immediate escort off County property.
 - 8.1.1. All workers entering the secure areas shall be required to have a background check before they will be allowed entry to work.
 - 8.1.2. All tools shall be logged in at front desk every morning before entering and checked out before leaving. All tools must be accounted for when leaving.
 - 8.1.3. Complete cleanup of all work areas for the day shall be checked out by a correction's officer before leaving work area.
 - 8.1.4. No tools shall be left unattended at any time.
 - 8.1.5. Work, at any time, may be subject to immediate stoppage at which time workers may be escorted out to the main lobby area until such time as they will be allowed re-entry when Rockland County personnel deems it safe.
 - 8.1.6. No worker will be allowed in any other areas other than the work area unless it is work related to the project. In this case, worker(s) shall be accompanied by a correction's officer.
 - 8.1.7. There shall be **NO** fraternizing with inmates, officers, or anyone other than those directly involved with the work being performed.
 - 8.1.8. All debris shall be removed from the premises by the contractor either by container or truck on a daily basis. The work area shall be clean and free of any debris at the end of each workday.
 - 8.1.9. Contractor, his foreman or any of his workers shall not take any direction from anyone other than a Facilities Management representative.

9. RESPONSE TIME

- 9.1. All calls shall result in a technician being on the job site within 1-2 days of the call unless otherwise agreed upon with the Director of Facilities Management, or his authorized representative. Although there are few off-hour calls, they must be responded to as requested.

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10. PERFORMANCE

- 10.1. If at any time during the term of the contract the contractor, in the opinion of the County of Rockland, fails to take all reasonable steps to expedite the work, the County of Rockland may unilaterally nullify the contract.
- 10.2. All work shall be performed in accordance with good trade practice by individuals possessing the necessary skills and abilities.
- 10.3. All materials and parts furnished under this contract shall be new, genuine OEM parts or approved equal. Authorized replacement parts must be in their original shipping packages. Use of used parts is strictly prohibited. Use of manufacturer rebuilt parts and materials may be authorized by the Director, Facilities Management or his authorized representative provided they carry the same warranty as the new part. Prior approval is required on a case-by-case basis.

11. PURCHASE ORDERS

- 11.1. Contractor shall receive a purchase order number with a dollar amount authorizing the contractor on site and to evaluate/estimate repair work to be done. Estimate shall include all charges (labor and materials) needed for repair. If the estimate is acceptable, authorization will be given to proceed with the work.
- 11.2. Contractor shall not perform work which would result in exceeding the dollar limitation of the purchase order without first having approval from the Director of Facilities Management or his authorized representative.

12. PAYMENT/CHARGES

- 12.1. The contractor shall be paid for each repair job as authorized by the County of Rockland, upon submission of properly executed invoices. Invoices shall be submitted according to the following requirements:
 - 12.1.1. Labor Charges: Contractor shall submit an hourly labor price as per attached proposal pages. The invoice must specifically list the number of man-hours worked. The contractor's labor charges must correspond to the rates supplied with the bid. All invoices for labor must be billed to the next quarter hour of actual time worked (8:00 AM to 9:10 AM would be billed at one hour and fifteen minutes).
 - 12.1.2. Incidental Work: Contractor shall submit an hourly labor rate for incidental work performed not specifically identified in the scope of work. Contractor must obtain written approval from an authorized representative of the County of Rockland prior to using this line item.
 - 12.1.3. Material Costs: The invoice must list all parts, which the contractor has purchased from other sources and the cost. Receipts for all materials purchased which cost more than \$500.00 must be submitted with each invoice. The bidder agrees and hereby certifies that all parts and materials shall be at the lowest price available. Invoices will not be paid without this documentation.

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13. MATERIALS AND PARTS

- 13.1. Discount: The contractor shall deduct a fixed percentage discount from the manufacturer's list price for material/part charges on the invoice. Manufacturer's list price shall be defined as that which is published in the manufacturer's latest standard printed price list and is recognized by the trade. The percent discount must correspond to the figure entered on the proposal pages.
- 13.2. Mark-Up Of No List Price: The contractor shall add a fixed percentage above described material charges to the invoice for payment for parts and materials with no manufacture list price. The present markup must correspond to the figure entered in this bid. **Mark-up not to exceed 15%.** Bidder shall enter a % mark-up between 0% - 15% on the proposal pages. There shall be no mark-up on freight.
- 13.3. If discounts or percent mark-ups for parts and materials are not offered, the bidder must insert "0" in the space provided on the proposal pages.

14. WARRANTY

- 14.1. Contractor shall guarantee all work performed to be free from defects in materials and labor for one year. In addition, new parts shall carry the manufacturer's standard warranty. Repeated calls for repairs for the same problem shall be made at no cost to the County of Rockland.

15. WORK ORDER

- 15.1. Contractor must obtain the County of Rockland's approval prior to working any hours other than Monday through Friday, 8:00 a.m. to 4:00.
- 15.2. Upon job completion, the technician must submit a clear and legible work order to an authorized representative of the County of Rockland indicating all work performed including date, time of arrival and departure, number of man-hours worked, parts used, technician's name and job status. This work order needs to be signed by the Director, Facilities Management or his authorized representative indicating that the work was performed in an acceptable manner. Copies of the work order need to accompany the invoices for payment.

16. EQUIPMENT

- 15.1. The contractor is responsible for providing all tools and equipment necessary to efficiently perform all work in a professional and workmanlike manner under the scope of this bid. The Certificate of Equipment must be completed and returned with this bid.

16. TRAVEL TIME

- 16.1. The County of Rockland will not accept nor authorize payment for any travel expenses. This includes, mileage, fuel, toll, delivery and any expenses of service personnel to any of the County of Rockland's facility locations. The only billable time will be for service work performed.

17. SAFETY

- 17.1. The contractor shall perform all work in accordance with OSHA, PESH and County of Rockland Safety Regulations. Contractor shall maintain the work site in a clean and orderly fashion. All debris shall be cleared and removed from the work site each day. Debris is to be disposed of in the facility dumpster. The contractor is responsible for site safety.

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18. USE OF PREMISES

- 18.1. On or about the premises and adjacent areas, the contractor shall ensure that all apparatus, materials, and activities of workmen be confined to the limits indicated by law, ordinances, permits and the direction of the Director, Facilities Management or his authorized representative. Contractor shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus.
- 18.2. The work site shall be kept in an orderly and safe fashion precluding interference with the progress of the work or the work of any other contractor or County of Rockland staff.
- 18.3. The contractor shall be responsible for repairing and replacing any work damaged by his operations within seven days after notification by the Director, Facilities Management or his authorized representative.
- 18.4. It will be the responsibility of the contractor to notify an authorized County of Rockland representative of any damages found prior to working at the site.

19. PREVAILING WAGE

- 19.1. 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.

20. CLEANING UP

- 20.1. The contractor shall at all times keep the work site and adjacent areas free from accumulations of waste material or rubbish. After completion, all rubbish, tools and surplus materials shall be removed from work site and adjacent areas. The work site and adjacent areas shall be “Broom Clean” and ready for use. In case of a dispute, the Director, Facilities Management or his authorized representative may have the rubbish cleaned up. Subsequently, the County of Rockland may charge the contractor either by deduction from invoice to the contractor or by other means as determined to be fair and equitable by the Director, Facilities Management or his authorized representative.

21. CONTRACT PRICE ADJUSTMENTS

- 21.1. The bid rates shall remain firm through the first contract period with no wage adjustments allowed. Contractors may submit a request for wage adjustments to commence for every 12 month period. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing. 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.
- 21.2. CPI-Index - 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.
- 21.3. There shall be no increase allowed in percent markup or decrease in percent discount.

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22. PRE-AWARD

- 22.1. The County of Rockland shall conduct a pre-award interview with bidders who demonstrate, through appropriate documentation, they have the ability to competently satisfy all requirements in accordance with this bid.
- 22.2. It is not the intent of this Pre-Award Meeting to make changes to specifications or the terms and conditions.
This meeting is being held to confirm the intent and ability of the Bidder to undertake and perform all aspects of work in accordance with the specifications and terms listed.

23. AWARD

- 23.1. Award will be made to the lowest responsive and responsible bidder that meet all the requirements.
- 23.2. All quantities shown are estimates. The successful bidder will be required to furnish quantities that may be more or less than the listed estimated quantities. The estimates are for evaluation purposes only.