



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

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| DATE: | March 15, 2023 |
| CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i> | HVAC Maintenance and Repair Services |
| CONTRACT NUMBER: | 2289C |
| COMMODITY CODE: | 910.36 |
| CONTRACT PERIOD: | March 22, 2023 through March 23, 2024 |
| RENEWAL OPTIONS: | 3 Additional 1 Year Period through 2027 |
| USER DEPARTMENT: | County and Schools |
| Contact Name: | Doug Gavin, Doug Brooks, cc: Susan Moore Charles Newman, cc: Jamie Massey |
| Phone Number: | 804-501-4230 , 804-501-5152 804-652-3561 |
| Email Address: | gav@henrico.us, bro19@henrico.us, crnewman@henrico.k12.va.us |
| HENRICO COOPERATIVE TERMS INCLUDED: | Yes |
| SUPPLIER: Name: | Virginia Gambit, LLC dba Temperature Control Mechanical Service |
| Address: | 11197 Leadbetter Road |
| City, State: | Ashland, VA 23005 |
| Contact Name: | Wayne Bolton (See Below) |
| Phone Number: | 804-752-2757 |
| Email address: | wayneb@tcms.net; service@tcms.net |
| ORACLE SUPPLIER NUMBER: | 2958 |
| BUSINESS CATEGORY: | Small Business |
| PAYMENT TERMS: | Net 30 |
| DELIVERY: | As Needed and Requested |
| FOB: | County of Henrico |
| BUYER: Name: | Leisel O. Collins, CPPB, VCO, VCA |
| Title: | Assistant Division Director |
| Phone: | 804-501-5687 |
| Email: | COL119@henrico.us |

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2289C

| Classification | Rate Per Man Hour |
|--|------------------------------|
| Licensed Technician – Normal Hourly Rate | \$ 120.00 |
| Technician Helper – Normal Hourly Rate | \$ 60.00 |
| Licensed Technician – Overtime Hourly Rate | \$ 180.00 |
| Technician Helper – Overtime Hourly Rate | \$ 90.00 |
| Licensed Technician – Emergency and Holiday Hourly Rate | \$ 120.00 |
| Technician Helper – Emergency and Holiday Hourly Rate | \$ 60.00 |

Service Team Contacts:

Sara Fort and Erin Ellyson (Service Calls)
 Gus Pryor, Service Manager (Technical Support)
 Frank Demary, Project Manager
 Cathy Hargadon (Invoice related items)

Policy on Return of Goods: Any parts/materials not used will be returned to vendor for credit.

SCOPE OF SERVICES

A. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

B. Specifications.

1. This Contract shall not require or permit the Successful Bidder to replace entire systems or major (high value) components on a "furnish and install" basis.
2. The Successful Bidder shall provide maintenance and repair services of HVAC equipment to include but not limited to: cooling towers, fluid coolers, plate/frame and shell/tube heat exchangers, boilers (that provide heat as part of the HVAC system), kitchen hoods, roof top units, heat pumps, chilled and hot water coils, makeup air units, package and split system, exhaust fans, water source heat pumps, package energy recovery and dehumidification units, VAVs, various types air handlers, PTACs , unit ventilators, terminal boxes, fan coil units, VRF systems, split systems (a/c and heat pump), outdoor air units, pumps (chilled water, hot water), pneumatic control systems, air compressors, centrifugal, chillers (General Government), and HVAC controls, piping, insulation, test and balance.

3. The Successful Bidder shall provide maintenance and repair of manufacturer HVAC equipment to includes but not limited to: code compliance, calibration, seasonal startup and inspections, water and air balance services, electrical work, digital and pneumatic controls, welding, pipe fitting, sheet metal, insulation, mechanical alignment service, coil cleanings, shell & tube cleaning, chiller oil analysis, and other electrical work as required by the County. NOTE: The seasonal startup and inspection shall include an oil analysis and general condition check of equipment compressors, condenser fan motors and blades (if equipped), unit wiring, refrigerant and coil and/or evaporator and condenser condition (water cooled).
4. The Successful Bidder shall provide 24-hour emergency services as needed and requested to include service request for maintenance and repairs. All emergency repairs must be approved by the County's authorized representative.
5. The County's authorized representatives will work with the Successful Bidder to request maintenance and repair services of HVAC equipment. It is imperative the Successful Bidder work with the County's authorized representation to coordinate these services.
6. The Successful Bidder shall adhere to the following procedure upon receipt of maintenance service requests:
 - a) Service technician must report to job site and meet with the County's contact personnel before servicing equipment and before leaving job site.
 - b) Submit a service report/ticket to the County's authorized representatives of work performed and any deficiencies other than minor repairs. If additional repairs are required, The Successful Bidder shall submit a proposal with details of the deficiencies and estimated cost to correct the deficiencies.
 - c) Proposals must be identified with a number traceable to an invoice number and the Contract number.
7. Upon request for repair services, the Successful Bidder shall prepare and submit a detail written proposal to the County's authorized representatives with the estimated cost to repair the HVAC equipment. The County will obtain repair estimates from multiple sources prior to authorizing the Successful Bidder to proceed with repair. The proposal shall include the following:
 - a) A number traceable to an invoice number and the contract number
 - b) Name and address of job sites
 - c) Type of HVAC equipment and model number
 - d) Description of repair services to be perform
 - e) Number of man hours, labor rate(s), and labor category
 - f) List of material, parts, and components which will be required to perform the repair
 - g) Start and completion dates (time involved for each job shall be jointly estimated by the County and the Successful Bidder)
8. Upon acceptance and approval of the proposal, the County will issue a Purchase Order which shall include the Successful Bidder's proposal with a "not to exceed" cost and the agreed upon starting and completion dates. No work shall be undertaken by the Successful Bidder until a written Purchas Order has been received. All work shall be completed within the time set forth in the Purchase Order. Failure to meet the time requirements established on the Purchase Order, without prior approval from the Contract Administrator or County's authorized representation, may result in the Successful Bidder being considered in default of the Terms and Conditions of this Contract.
9. The Successful Bidder shall not perform work which would result in exceeding the dollar limitation of the Purchase Order without first having obtained approval from the Contract Administrator or County's authorized representation, and a Change Order from the Purchasing Department.

10. The County reserve the right to witness and inspect all work performed, review data, request other additional information, and repeat service as necessary to ensure that the services provided conform to the requirements specified herein.
11. The Successful Bidder shall work with the General Government and Henrico County Public Schools authorized representatives to schedule all maintenance and repair of HVAC equipment during normal school and business hours as follow:
 - a) General Government normal business hours are Monday through Friday from 8:00 a.m. to 4:30 p.m.
 - i. Jail East, Jail West and Juvenile Detention normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m. The Successful Bidder's personnel will be required to undergo a Sheriff's Office security clearance prior to working within the Jail facilities. A Sheriff's Office Contractor's badge will be issued upon completion of the security clearance and must be worn at all times while working in the Jail facilities. Access to Jail East and Jail West will be coordinated with designated Sheriff's Office personnel assigned to those facilities.
 - ii. Recreation and Parks normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m.
 - b) Henrico County Public Schools and School Administration Buildings normal school hours, with the exception of serving times for breakfast and lunch, are Monday through Friday from 7:00 a.m. to 4:30 p.m. and summer hours shall be Monday through Thursday from 7:00 a.m. to 5:30 p.m. A list of schools and serving times will be provided to the Successful Bidder after contract is awarded. **Work must not interfere with school activities or when conducting testing (SOLs).**
 - c) If earlier hours are needed to perform services, the County will work with Successful Bidder to accommodate.
 - d) General Government and HCPS buildings/facilities are closed Saturday, Sunday, and County/school holidays. No work is permitted on these days without the prior approval and consent by the County's authorized representatives. The County holidays are as follows:
 - i. General Government observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve, and Christmas Day.
 - ii. HCPS observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and day after Thanksgiving, Winter Break (Week of Christmas into New Year).
 - iii. County's authorized representatives will notify the Successful Bidder of changes to these holidays.
12. The Successful Bidder shall invoice the County for services based on the price/rates provided on the Bid Form. Hourly rates per man hour for maintenance and repair of HVAC equipment shall include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, supervision and truck usage, etc. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Successful Bidder's owned or rental equipment is not chargeable directly but is overhead and the cost shall be included.
13. The Successful Bidder shall be paid an hourly rate per man hour for maintenance and repair services as follows:
 - a) Normal Hourly Rate shall be paid for productive time on the job site during normal school and business hours as specified.

- b) Overtime Hourly Rate shall be paid for repair services performed outside of normal school and business hours as specified and must be approved by the County's authorized representatives prior to work commencing. If work must be carried over and the Successful Bidder wishes to continue to work beyond the County's normal school and business hours, authorization for overtime work must be obtained from the County's authorized representatives prior to proceeding.
 - c) Emergency and Holiday Hourly Rate shall be paid for repair services to ensure equipment are in normal and safe operating condition as specified by the equipment manufacturer. Prior to the commence of work, the County's authorized representatives must approve all work to be perform on an emergency basis or on the General Government and HCPS observed holidays. If it is determined that the cause of the failure or malfunction was due to the Successful Bidder's failure to properly perform repair services, such repairs shall be completed at no cost to the County.
14. The Successful Bidder shall provide emergency and non-emergency repair service requests on the HVAC maintenance and repair services as follows:
- a) Emergency repair services shall be provided 24 hours per day, seven days per week, including holidays. Service personnel shall respond at the site within two (2) hours after receiving the emergency call. Work on critical equipment must be completed as soon as possible.
 - b) For non-emergency repair services, service personnel shall respond to the job site and be ready to initiate required repairs within 24 hours after receiving the request. Work on non-critical equipment may be completed as time permits within the agreement of Henrico County Public Schools or County of Henrico, General Government.
 - c) No more than one (1) licensed technician shall respond to a call for equipment repair. The County's authorized representative may grant authorization for additional technician or helper, if requested, to complete repairs in a timely manner. The Successful Bidder must present sufficient justification to request additional technician or helper. No additional compensation will be allowed for extra time or additional technician or helper without prior approval.
 - d) At the completion of service call, a detailed electronic or paper service report/ticket for each equipment. The service reports/tickets shall include the following:
 - i. Date of maintenance, and/or repair services
 - ii. Building name, location, and model number of each system serviced
 - iii. Details of work performed, to include material, parts or components replaced
 - iv. Test result and applicable voltage readings (*if applicable*)
 - v. Deficiencies and corrective action to be taken in accordance with the recognized code and maintenance standards
 - vi. Technician name and signature
 - vii. County's authorized representatives name and signature
 - e) Bidders must provide with their Bid Form, their method of providing service tickets and a sample copy of their service report/ticket.
15. Material, Parts, and Components.
- a) The Successful Bidder shall maintain a sufficient quantity of repair parts on hand or have ready access to these parts in order to prevent unnecessary downtime of equipment. The parts stock for all equipment covered in this solicitation shall be based on equipment manufacturer's recommendations for routine expendable parts, normal annual replacement parts and multi-year replacement parts.

- b) All materials, parts, and equipment used by the Successful Bidder in the performance of this Contract shall be new, free from defect, asbestos free, and must comply with the Original Equipment Manufacturer (OEM) parts, unless an acceptable/comparable and approved alternative is approved in writing by the County prior to work being performed. ***The use of used, shopworn, demonstrator, prototype, reconditioned or discontinued models' parts and components are strictly prohibited.***
 - c) Warranty period for parts, components and installation workmanship provided by the Successful Bidder shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the County.
 - d) The Successful Bidder shall provide all manufacturers' warranty documents to the County's authorized representatives upon completion of installation.
 - e) In accordance with the **Code of Virginia 2.2-4331**, no markup in the price of parts, materials and components will be permitted. The County will reimburse the Successful Bidder the cost of parts, materials, and components at their cost. The Successful Bidder must include a copy of their vendor's invoice (not print out or image) for the cost of parts, materials, and components used in the repair of the equipment. Failure to provide this information will cause the Successful Bidder's invoices to be returned and payment delayed.
 - f) Material, parts, and components shall be delivered to various County locations.
 - g) Bidders shall state on the Bid Form their policy on return of material, parts, and components.
16. The Successful Bidder shall maintain accurate records for each HVAC equipment to include all maintenance work, repairs, service calls, replacement parts or components, and all equipment modifications. The Successful Bidder shall make these records available during normal business hours for inspections by the County personnel and shall become the property of the County upon expiration or termination of the Contract.

C. Manufacturer's Warranty.

The County will use a manufacturer's approved service company for equipment currently under warranty. Payment for warranty repair services will be paid by the manufacturer of the equipment. If the Successful Bidder is an authorized service company for warranty repair, they may complete the service to manufacturer's specifications. The Successful Bidder shall not submit an invoice to the County for payment; however, a service report/ticket shall be generated to document the warranty repair. The Successful Bidder must produce supporting documentation to indicate they are an approved service company for warranty repair.

D. Asbestos.

Whenever and wherever during the course of performing any work under this Contract, the Successful Bidder discovers the presence of asbestos or suspects that asbestos is present, he/she shall stop the work immediately, secure the area, notify the County's authorized representatives and await positive identification of the suspect material. During the downtime in such a case, the Successful Bidder shall not disturb any surrounding surfaces, but shall protect the area with suitable dust covers. In the event the Successful Bidder is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Successful Bidder but without additional compensation due to the time extension.

E. Safety.

- 1. The Successful Bidder shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Bidder shall also provide for any hazardous material storage facilities and disposal that may be required.

2. The Successful Bidder shall comply with and ensure that all its personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health. This will include by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Successful Bidder.
3. Any operations of the Successful Bidder determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder upon receipt of either written or oral notice by the County to discontinue such practice.
4. The Successful Bidder's personnel working on HCPS property, must report to the respective school security office and sign the visitor's log sheet before servicing the HVAC equipment. The same personnel must sign out from the school security office before leaving school premises. It is critical that the school security staff be aware of the location of all visitors at all times.
5. The Successful Bidder personnel and vehicles shall be easily identifiable. Successful Bidder shall provide identification badges with company name and logo to their personnel and shall be visibly worn at all times while on County property.
6. Successful Bidder vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.
7. The Successful Bidder shall be responsible at all times for the actions and work of its personnel who shall observe and comply with all regulations while on County property; failure to observe such regulations will be grounds for removal from County property.
8. During the execution of the work, the County reserves the right to suspend the work or reject the Successful Bidder's technicians and/or helpers who in the County's judgement are not adequately qualified to perform the work.

F. General Requirements.

1. The Successful Bidder, by submitting a bid for this Contract, certifies that he/she have under their employment, sufficient licensed/certified technicians and equipment to meet the requirements as outlined in the Scope of Work/Services. Bidders shall include in their bid response, a list of licensed/certified technicians capable of performing the requirements of this Contract.
2. The Successful Bidder shall have a minimum of five (5) years' experience in providing HVAC Maintenance and Repair Services and must be a registered contractor in the Commonwealth of Virginia in accordance with Title 54.1, Chapter 11 of the Code of Virginia, as amended at the time of quote submission, and shall possess at a minimum, a Virginia Contractor's License Classification B (HVAC) or better issued by the Commonwealth of Virginia Board of Contractors. Bidder shall provide proof of experience and a copy of license with their Bid Form.
3. The Successful Bidder must comply with the Refrigerant Recovery and Recycling requirements stipulated under 40 Code of Federal Regulations (CFR) 82, Subpart F. Additionally, recovery of substitutes of class I and class II substances are also required as of November 1995 under Section 608 of the Clean Air Act of 1990 (CAA) and subsequent amendments, including final regulations published on May 14, 1993 (58 FR 28660), August 19, 1994 (59 FR 42950), November 9, 1994 (59 FR 55912), and July 24, 2003 (68 FR 43786). Provide a copy of your current EPA Refrigerant Recovery or Recycling Device Acquisition Certification Form with the Bid Form.
4. The Successful Bidder technicians providing services under this Contract are required to hold a "Type 1" and "Type 2" certificate or a "Universal" certificate as required by 40 Code of Federal Regulations, Part 82, Subpart F of United States Environmental Protection Agency (EPA).

5. The Successful Bidder shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
6. The Successful Bidder shall ensure all personnel and equipment comply with all Federal, State, local, and industry regulations, standards, ordinances, and procedures in accordance with Occupational Safety and Health Standards (OSHA).
7. The Successful Bidder shall be responsible for obtaining all permits required to make repairs. The cost of the permit shall be the responsibility of the Successful Bidder.
8. Bidders shall provide a cell phone number, or phone number that may be used for emergency repair services with their Bid Form. It will be the responsibility of the Successful Bidder to update the County Purchasing Division of changes to the number provided.
9. It is intended that the Successful Bidder shall perform all work under this contract with the Successful Bidder's own forces and shall not sublet any portion of the Contract or the Contract hereby becomes non-assignable.

G. Delivery Requirements.

1. The Successful Bidder shall work with the County's authorized representatives to coordinate and scheduled maintenance and repair services at a mutually agreed upon day and time for each building/facility and inform the County's authorized representatives of any discrepancies discovered.
2. The County's department authorize representatives will ensure a staff member of their team is available to escort the Successful Bidder's technician throughout the interior of the buildings.
3. The Successful Bidder technicians shall follow the requirements of the County's and departments policies in the performance of services.

H. Equipment, Beyond Economic Repair.

The Successful Bidder shall provide written notice to the County's authorized representatives of equipment considered Beyond Economic Repair, (BER), as determined by the Successful Bidder. The County's authorized representatives will on a case-by-case basis, have the option to consult a third party knowledgeable in the trade for an additional opinion to verify the claim of BER. In the event the equipment is considered repairable by the outside third party, the County's authorized representatives will have the flexibility to grant authorization of third-party to provide equipment repairs.

I. Damages.

The Successful Bidder shall be held responsible for any damage to the building and equipment caused during maintenance and repair services which is determined to be the result of the Successful Bidder's failure to properly perform maintenance or repair services as recommended by the equipment manufacturer and the code in effect at time of installation. The Successful Bidder shall correct damages at no cost to the County.

J. Invoicing Requirements.

1. The Successful Bidder shall submit itemized invoices for each completion of work provided under the Contract. A complete invoice shall include but not limit to: contract number, purchase order number as supplied by the County, date of service, Building name, location, and model number of each system serviced, details of services performed, itemized quantity and copies of material, parts or component used on the job with invoices, itemizing technicians and helpers with the number of hours worked at the contracted hourly rates, copies of service reports/tickets signed by the County's representative, and any other pertinent information necessary to verify the invoice total.
2. The County will verify all charges on the Successful Bidder's invoices and reserve the right to request additional documentation or return invoice to Successful Bidder for correction if any discrepancy is discovered.

3. The Successful Bidder shall submit invoices to the County departments as follows:

County of Henrico
Building and Grounds
Attn: General Services, Financial Division
P.O. Box 90775
Henrico, VA 23273-0775
Email: GSFinancial@henrico.us

Henrico County Public Schools
Construction & Maintenance
Attn: Robert Isbell
406 Dabbs House Road
Henrico, VA 23223

County of Henrico
Division of Recreation and Parks
P.O. Box 90775
Henrico, VA 23273-0775
Email: REC-Invoice@henrico.us



COMMONWEALTH OF VIRGINIA County of Henrico

Goods and Services Contract
Contract No. 2289C

This Goods and Services Contract (this "Contract") entered into this 17th day of March 2022, by the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the "County") and Virginia Gambit, LLC dba Temperature Control Mechanical Service, a Virginia limited liability company, and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide HVAC Maintenance and Repair Services to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract is in Appendix A.

CONTRACT TERM: The Contract term shall be for a period of one year beginning March 22, 2022 and ending March 23, 2023. The County may renew the Contract for up to 4 additional one-year terms giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents"), which shall control in the following descending order:

1. This Goods and Services Contract between the County and Contractor.
2. Invitation for Bid No. 22-2289-1LOC, dated February 1, 2022 (as modified by any addenda).
3. The Contractor's bid dated February 18, 2022.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Virginia Gambit, LLC
dba Temperature Control Mechanical Service
11197 Leadbetter Road
Ashland, VA 23005

County of Henrico, Virginia / County School
Board of Henrico County, Virginia
P.O. Box 90775 / P.O. Box 23120
Henrico, VA 23273-0775 / 23223

Wayne Bolton
Signature

Oscar Knott
Signature

Wayne Bolton operations manager
Printed Name and Title

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

3/18/2022
Date

3/23/22
Date

APPROVED AS TO FORM

Allyson Brown 3/18/22
ASSISTANT COUNTY ATTORNEY