

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

| DATE: | September 15, 2023 |
|--|---|
| CONTRACT COMMODITY/SERVICE: (include contracting entity if cooperative) | Commercial Facility Locksmith Services - Lot No. 1 |
| CONTRACT NUMBER: | 2409A |
| COMMODITY CODE: | 910.48 |
| CONTRACT PERIOD: | October 1, 2023 through Setember 30, 2024 |
| RENEWAL OPTIONS: | 3 Additional 1 Year Period through 2027 |
| USER DEPARTMENT: | County |
| Contact Name: | Doug Brooks, Derek Gresko; cc: Jamie Massey |
| Phone Number: | 804-501-5152, 804-501-4237; 804-501-5271 |
| Email Address: | Bro19@henrico.us Bro19@henrico.us mas08@henrico.us |
| HENRICO COOPERATIVE TERMS INCLUDED: | Yes |
| SUPPLIER: Name: | Dominion Lock and Security, Inc |
| Address: | 8098 Mechanicsville Turnpike |
| City, State: | Mechanicsville, VA 23111 |
| Contact Name: | J. Alton Tucker |
| Phone Number: | 804-746-1456 (Emergency & Service Requests) |
| Email address: | Contract: atucker@dominionlock.com; Service Requests: service@dominionlock.com |
| ORACLE SUPPLIER NUMBER: | 3750 |
| BUSINESS CATEGORY: | Small Business |
| PAYMENT TERMS: | Net 30 |
| DELIVERY: | As needed and requested |
| FOB: | Destination |
| BUYER: Name: | Leisel O. Collins, CPPB,VCO, VCA |
| Title: | Asistant Division Director |
| Phone: | 804-501-5687 |
| Email: This contract is the result of a competitive solicitation issued b | 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. 2409A

| Classification | | Rate Per Man Hour | |
|---|--------------|----------------------|--|
| Routine Locksmith Service Hours | \$ | 136.00 | |
| Non-Routine/On-Call Locksmith Service Hours | \$ | 204.00 | |
| | Rate Per Key | | |
| Cut/Duplicate Keys | \$ | 5.95 | |

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. The Successful Bidder shall cooperate with the County's personnel in performing his/her work so that interference with normal County operations will be held to a minimum.
- 2. The Successful Bidder shall protect all buildings, appurtenances and finishes from damages, which may be caused by work performed under this Contract. Such damages shall be repaired and/or replaced by approved methods to restore the damaged areas to their original condition at the expense of the Successful Bidder and to the complete satisfaction of the County
- 3. The Successful Bidder shall maintain a work order system and apply it to all work under the Contract. Properly executed work orders shall be included with the invoices. All work orders shall include County's work order number, date of work request, name of requester, date work was performed, locksmith performing work, contracted hourly rate, hours worked, description of work performed, location of work performed, materials used, quantity of materials, signature by the appropriate County representative accepting the work upon completion of the work.
- 4. The Successful Bidder shall provide qualified locksmiths for the performance of <u>Routine Locksmith</u> <u>Services</u> as requested during normal business hours Monday through Friday between 8:00 am and 4:30 pm and shall be paid the hourly rate provided for Routine Locksmith Services from the time Successful Bidder's personnel arrive onsite.

- 5. The Successful Bidder may be required to visit potential job sites for additional projects and work as required. A detail written estimate will be required specifying the number of labor hours, labor rate as provided on the Bid Form, and list of materials, parts or components to perform the work. Upon acceptance and approval of the work estimate:
 - a. The County will issue a Purchase Order to include the Successful Bidder's estimate as a "not to exceed" cost and the agreed upon start and completion dates.
 - b. The Successful Bidder shall not perform work which would result in exceeding the dollar limitation of the original estimate without obtaining approval from the County's authorized representation and a Change Order from the Purchasing Department.
 - c. Failure to meet the time requirements established on the Purchase Order without prior approval from the County's authorized representation, and the Change Order may result in the Successful Bidder being considered in default of the Terms and Conditions of their Contract.
 - d. The County reserves the right to obtain estimates from Successful Bidder or other Contractors for work related to completion of requested locksmith work.
- 6. The Successful Bidder shall be allowed one (1) hour of travel time to Henrico County Regional Jail East. No additional travel time or trip charges will be allowed for other locations.
- 7. The Successful Bidder shall provide qualified locksmiths trained to maintain the County of Henrico Medeco/KeyMark Lock System. The system includes key codes, which will remain the sole property of the County of Henrico. The Successful Bidder shall keep an accounting of all items provided by the County and shall account for the use of those items on related work orders. At the conclusion or termination of this Contract, the Successful Bidder shall return all materials, data, access codes, manuals, registrations, certifications, key blanks, cores, locks, and other hardware to the County of Henrico that was developed, procured, created or managed for the County.
- 8. The Successful Bidder must provide a qualified locksmith on-site at the Western Government Center on Monday, Wednesday, and Friday between 8:00 am and 4:30 pm to perform services generated via work orders previously received through OneStop and the Successful Bidder's dispatcher at the hourly rate for Routine Locksmith Services provided. If sufficient work is not available, a minimum of two hours will be paid to Successful Bidder for onsite services.
- The Successful Bidder shall provide qualified locksmiths for the performance of <u>Non-Routine/On-Call</u> <u>Locksmith Services</u> request and shall be paid the hourly rate provided for Non-Routine/On-Call Locksmith Services from the time Successful Bidder's personnel arrive onsite. Non-Routine/On-Call Services shall include Emergency and/or Overtime/ Weekend/Holiday Services performed as listed below.
 - a. Emergency Services shall be defined as work requested by the County's authorized representative and performed after 4:30 p.m. and before 8:00 a.m. or by the times coordinated with the County's authorized representation to meet the County's needs Monday through Friday, Saturday, Sunday, and holidays as needed and requested. The Successful Bidder shall respond to Emergency Services and be onsite to commence work as required within two (2) hours of notice from the County.
 - i. The Successful Bidder shall provide a list of all emergency service personnel and management personnel telephone and/or cell phone numbers and shall keep this information current for the term of the Contract.
 - ii. The Successful Bidder shall invoice the County for emergency service and additional authorized repairs at the hourly rate for Non-Routine/On-Call Services and cost of materials, parts, and components (if applicable). The Successful Bidder shall include the cost of material/parts with their invoice.

- b. Overtime/Weekend/Holiday Services shall be defined as work performed outside of normal business hours, weekend and/or Successful Bidder's holiday and approved by County's authorized representative. Normal business hours shall be defined as Monday through Friday, 8:00 a.m. to 4:30 p.m., unless otherwise authorized by the County.
 - i. Bidders shall provide a list of holidays observed by their company on the Bid Form.
 - ii. The Successful Bidder shall invoice the County for Overtime/Weekend/ Holiday Services and additional authorized repairs at the hourly rate for Non-Routine/On-Call Services, and cost of materials, parts, and components (if applicable). The Successful Bidder shall include the cost of materials, parts, and components with their invoice.
- 10. The Successful Bidder shall be paid according to the hourly rates provided on the Bid Form for all authorized installation and/or repair work performed when needed and requested by the County's authorized representative. Hourly rates shall be per man hour and shall include all overhead, profit, insurance, union pension fund or contributions, workmen's compensation, unemployment insurance, social security, supervision and truck usage, etc. <u>Time spent for transportation of workers (to and from the County locations, breaks for lunch or times personnel are away from the jobsites are not chargeable), 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. The Successful Bidder shall invoice the County for services as follows:</u>
 - a. <u>Regular Hourly Rate</u> shall be paid for productive time on the job site during regular business hours as specified.
 - b. <u>Overtime, Weekend, and Holiday Hourly Rate</u> shall be paid for 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 hours, authorization for overtime work must be obtained from the County's authorized representatives prior to proceeding.
 - c. <u>Emergency Hourly Rate</u> shall be paid for services to ensure locks are working properly. 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 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 services, such repairs shall be completed at no cost to the County.
- 11. Material, Parts, and Components.
 - a. All materials, parts, and equipment provided by the Successful Bidder in the performance of this Contract shall be new, free from defect, asbestos free. Replacement materials and/or parts shall be of the same or higher quality as the item being replaced; materials and/or parts for new installations, must meet the County's specifications, or may serve as a minimum requirement for the work requirement and approved by the County's authorized representative prior to work being performed. *The use of used, shopworn, demonstrator, prototype, reconditioned or discontinued models' parts and components are strictly prohibited.*
 - b. Warranty period for parts, materials, 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
 - c. The Successful Bidder shall provide all manufacturers' warranty documents to the County's authorized representative upon completion of installation.

- d. 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 paid invoice/receipt for the cost of parts, materials, and components used in the maintenance and repair. The paid invoice/receipt must contain the distributor's name, address, and the line item amount paid by the Successful Bidder for the parts, materials, and components. Failure to provide this information will cause the Successful Bidder's invoices to be returned and payment delayed.
- e. Material, parts, and equipment shall be delivered to various County locations.
- 12. 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.

- 13. Personnel.
 - a. The Successful Bidder locksmiths shall be directly employed and supervised by the Successful Bidder.
 - b. During the execution of the work, the County reserves the right to suspend the work or reject the Successful Bidder's locksmiths who in the County's judgement are not adequately qualified to perform the work.
 - c. The Successful Bidder personnel and vehicles shall be easily identifiable.
 - i. Successful Bidder shall provide identification badges with company name and logo to their personnel and shall we visibly worn at all times while on County property.
 - ii. Successful Bidder vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.
 - d. 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.
- C. General Requirements.
 - 1. Successful Bidder certifies that their locksmiths working under this contract are properly trained and proficient in all locksmith services and associated services required under this Contract.
 - 2. Successful Bidder has certify that their firm is an authorized factory representative of Medco/KeyMark and is trained, able to purchase, maintain, and service the Medeco/KeyMark Lock System. Successful Bidder has certify that their firm has certified locksmiths who are factory trained and experienced in keying Corbin/Russwin and Medeco/KeyMark Lock Systems. Successful has provided copies of locksmith's certification that are factory trained and proof of firm authorization to purchase, maintain, and service the Medeco/KeyMark Lock System.
 - 3. The Successful Bidder shall have locksmiths with the ability to repair and replace Von Duprin and Adams Rite magnetic lock exit devices.

D. Delivery Requirements.

- 1. Access to County locations for the performance of work shall be as follows:
 - a. <u>General Services:</u> The Successful Bidders' personnel during normal business hours must call OneStop to report their arrival and departure from job site; during non-routine/on-call service hours, a County Contractor's badge from Henrico Security Division for all work at the Western Government Center and the Eastern Government Center must be obtained by contacting the Security Console prior to any work being performed.
 - b. <u>Other County Department:</u> The Successful Bidders' personnel must contact the County's authorized representative for access to the facilities.
 - c. <u>Correctional Facilities (Sheriff's Offices (Jail East and Jail West), Courts, Juvenile Detention, and James River Detention Center)</u>: The Successful Bidders' personnel will be required to undergo a Sheriff's Office security clearance prior to working within the Sheriff's Offices, Courts, and Detention 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 Sheriff's Offices, Courts, and Detention facilities. Access to these facilities will be coordinated with designated County's personnel assigned to those facilities.
- 2. The Successful Bidder shall work with other County approved Contractors to perform work requiring corporation with other Contractors to completed required work
- E. Invoicing Requirements.
 - 1. The Successful Bidder shall submit detailed invoices weekly to the County for services rendered. Invoices shall include at a minimum: County issued Purchase Order number, copy of work order and/or estimates with the type of services rendered (**Routine Services or Non-Routine/On-Call Services** (Emergency, Holiday, Weekend, or Overtime Service)), general description of work performed, service location, date of service, number of personnel including hours and rate for each personnel, itemized description of parts/materials used, quantity, and Cost of Materials/Parts (if applicable).
 - 2. The County will verify all charges on invoices submitted by the Successful Bidder. If an error is found, the County's will either return the invoice to the Successful Bidder for correction or adjust the amount and notify the Successful Bidder of the difference. If a credit balance remains after the expiration or cancellation of the Contract, the Successful Bidder will submit a check to County of Henrico for the amount owed.
 - 3. Invoices shall be mailed to the address listed at the bottom of the Purchase Order Form.



COMMONWEALTH OF VIRGINIA County of Henrico

Services Contract Contract No. 2409A

This Services Contract (this "Contract") entered into this 4th day of October 2022, by the County of Henrico, Virginia (the "County") and Dominion Lock and Security, Inc., a Virginia stock corporation, and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide Commercial Locksmith Services - Lot #1 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 October 1, 2022 and ending September 30, 2023. The County may renew the Contract for up to 4 additional one-year terms by 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.

INDEMNIFICATION: The Contractor agrees to indemnify, defend, and hold harmless the County and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Contractor, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Contractor, provided that such liability is not attributable to the negligence of the County.

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 Services Contract between the County and Contractor.
- Invitation for Bid No. 22-2409-8LOC, dated August 24, 2022 (as modified by any addenda).
- 3. The Contractor's bid dated September 12, 2022.

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

Dominion Lock and Security, Inc. 8098 Mechanicsville Turnpike Mechanicsville, VA 23111

Signature

J. Alton Tucker

President

10-10-8022

Date

County of Henrico, Virginia P.O. Box 90775 Henrico, VA 23273-0775

Oscon Enot

Signature

Oscar Knott, CPP, CPPO, VCO

Purchasing Director 10/14/2022

Date

APPROVED AS TO FORM

Alysser 10/7/22

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Version 3,14.22

Appendix A

LOT #1 - COMMERCIAL LOCKSMITH SERVICES:

| Classification | Rate Per Man Hour | |
|---|----------------------|--------|
| Routine Locksmith Service Hours | \$ | 136.00 |
| Non-Routine/On-Call Locksmith Service Hours | \$ | 204.00 |
| | Rate Per Key | |
| Cut/Duplicate Keys | \$ | 5.95 |