



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

DATE:	December 15, 2022
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Commercial Ice Machine & Refrigeration Equipment Preventive Maintenance and Repair Services
CONTRACT NUMBER:	2244A
COMMODITY CODE:	936.67
CONTRACT PERIOD:	January 1, 2023 through December 31, 2023
RENEWAL OPTIONS:	3 Additional 1 Year Period through 2026
USER DEPARTMENT:	County
Contact Name:	Doug Gavin , Doug Brooks
Phone Number:	804-501-4230 , 804-501-5152
Email Address:	gav@henrico.us , bro19@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER:	Name: JRC Mechanical, LLC
	Address: 16057 Continental Blvd.
	City, State: S. Chesterfield, VA 23834
	Contact Name: Patrick Hamilton
	Phone Number: 804-690-0539 (cell) / 804-767-4600 (service)
	Email address: phamilton@jrcmechanical.com;
ORACLE SUPPLIER NUMBER:	359853
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and Requested
FOB:	Destination
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. 2244A

ITEM NO. 1 – QUARTERLY PREVENTIVE MAINTENANCE (PM):

Description	Number of PM Per Year	Estimated Number of Units	Price Per Unit
PM of Ice Machine	4	42	\$ 297.67
PM of Walk-In Cooler/Freezer	4	2	\$ 100.94

ITEM NO. 2 - LABOR RATES FOR REPAIR SERVICES:

Classification	Rate Per Man Hour
Technician – Normal Work Hours	\$ 100.94
Helper – Normal Work Hours	\$ 77.25
Technician - Overtime Hourly Rates	\$ 151.41
Helper - Overtime Hourly Rates	\$ 115.88
Technician - Emergency Hourly Rates	\$ 100.94
Helper - Emergency Hourly Rates	\$ 77.25

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 County's authorized representative will work with the Successful Bidder to coordinate quarterly preventive maintenance of commercial ice machines and refrigeration equipment during normal working hours of Monday to Friday from 8:00 a.m. to 4:30 p.m. It is imperative the Successful Bidder work with the County's authorized representation to coordinate these services. NOTE: The County will prepare the ice machines for preventive maintenance services prior to the Successful Bidder's technician arrival.

2. The facilities to receive preventive maintenance services are listed in Attachment E. From time to time, the County may update, add, or delete facilities and equipment during the terms of this Contract.
3. Preventive Maintenance (PM): The Successful Bidder shall perform quarterly preventive maintenance services in accordance with manufacturer specifications to include but not limited to the following:
 - a. Visually check drain lines to be sure there is flow.
 - b. Vacuum condenser coils to remove dust buildup. Use environmentally friendly cleaner as necessary.
 - c. Visually check control wiring for loose connections.
 - d. Visually inspect gaskets for wear and looseness.
 - e. Clean ice machines evaporator coils with environmentally friendly cleaner as necessary.
 - f. Clean the interior of the ice machines (including bins and door) with environmentally friendly cleaner.
 - g. Bidders shall provide a list of the environmentally friendly cleaners and Safety Data Sheet (SDS) for use with this Contract.
4. Repair Service: The Successful Bidder may be called to provide repairs needed to ice machines and refrigeration equipment at the hourly rates and materials costs indicated on the Bid Form. Repair service shall include, but not be limited to, repairing refrigerators, freezers, ice machines, and other miscellaneous refrigeration equipment; replacing parts and sub-assemblies; adding new lines and refrigerant; and replacing compressors. Repair services shall also include disposal of non-repairable compressors and gas refrigerants from compressors and related components. Emphases shall be place on the repair of existing refrigeration parts and components rather than the random replacement of a choice of parts to correct a problem. The County reserves the right to obtain estimate from other vendors for repairs.
5. Service Tickets/Reports: The Successful Bidder shall provide electronic or paper Service Tickets/Reports of all equipment after each quarterly maintenance within 24 hours and Service Tickets/Reports for repair services shall accompany invoice. Timely receipt of these tickets is key in the performance of this contract as they are used by the County to track historical data of when, where, and what type of services were performed. Service Ticket/Reports shall include but not limited to the following information:
 - a. Date of maintenance, and repair services.
 - b. Building name, address, and type of equipment.
 - c. Details of work performed, to include parts or components replaced.
 - d. Deficiencies and corrective action to be taken in accordance with the maintenance standards
 - e. Technician's name and signature.
6. Working Hours and Hourly Rates for Repair Services - Hourly rates shall be per man hour and 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 in the hourly rate.
 - a. Normal Hourly Rates - The Successful Bidder shall respond to the job site and be ready to initiate required repairs of the equipment within **48 hours** from the time a service call has been made and paid for work performed during normal work hours. The County's normal work hours are Monday to Friday from 8:00 a.m. to 4:30 p.m.

- c. Overtime Hourly Rate - The Successful Bidder shall be paid overtime hourly rates for services performed outside of normal work hours and must be approved by the County's authorized representative prior to work commencing. This includes work performed on Saturday, Sunday or any County holiday. The County's 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. If work must be carried over and the Successful Bidder wishes to continue to work beyond the County's normal working hours, authorization for overtime work must be obtained from the County's authorized representative prior to proceeding.
 - d. Emergency Repair Hourly Rate - The Successful Bidder shall provide emergency repair services within four (4) hours of contact by the County's authorized representative. 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.
7. 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 components used by the Successful Bidder in the performance of this contract shall be new, free from defect, asbestos free, and bear the UL listed approval for its installed application. Replacement materials and/or parts shall be of the same or higher quality as the items(s) being replaced. ***The use of used, shopworn, demonstrator, prototype, reconditioned or discontinued models' parts and components are strictly prohibited.*** All refrigerant lines shall be copper unless approved in writing.
 - 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 representative 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 provide a copy of their policy on return of goods with their Bid response.
8. Work Estimates and Approvals:
- a. The Successful Bidder shall prepare and submit to the County a detail written estimate of the man hours by labor categories, labor rate(s), and parts/components which will be required to perform the repair. Such repairs shall be performed only after receipt of written authorization to proceed from The County.
 - b. If the estimate is considered not to be reasonable, the County will request a revised estimate from Successful Bidder. If the revised estimate is still considered to be unreasonable, the County will obtain repair estimates from another source prior to authorizing the Successful bidder to proceed with repair.

- d. Upon acceptance and approval of the work estimate, the County Purchase Order shall incorporate the Successful Bidder's estimate as a "not to exceed" cost and the agreed upon starting and completion dates. The work shall be scheduled by the County and time involved for each job shall be jointly estimated by the County and the Successful Bidder. No work is to be undertaken by the Successful Bidder until a written Purchase Order has been received. All work shall be completed with the time set forth in the Purchase Order.
- e. The Successful Bidder shall not perform work which would exceed the dollar limitation of the estimate without first having obtained written approval from the Contract Administrator or County's authorized representative, and a Change Order from the Purchasing Department.
- f. Failure to meet the time requirements established on the Purchase Order, without prior approval from the Contract Administrator or County's authorized representative, and the Change Order may result in the Successful Bidder being considered in default of the Terms and Conditions of this Contract.
- g. The County reserves the right to obtain estimates from other vendors for repair of deficiencies

C. General Requirements.

- 1. The Successful Bidder shall furnish all supervision, labor, tools, equipment, supplies, and other accessories necessary to perform preventive maintenance and repairs on commercial refrigeration equipment and ice machines for County of Henrico. During the contract period, the County may add locations and/or equipment to the Equipment List.
- 2. 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).
- 3. The Successful Bidder shall have a minimum of five (5) years' experience in providing refrigeration repairs and maintenance services, 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 must possess a Virginia Contractor's License Classification B (HVAC Refrigeration Systems) or better issued by the Commonwealth of Virginia Board of Contractors. Bidder shall provide proof of experience and a copy of license with the Bid Form.
- 4. 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), as amended, 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.
- 5. The Successful Bidder's 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).
- 6. The Successful Bidder shall service equipment which may include the following manufacturers: Manitowoc, Scotsman, Keeprite, Headcraft, Hobart, Trounson, Victory, Delfield, Beverage Aire, Silver King, Koch, Iceomatic, Tafco, Hoshizaki and McCall at various County locations (see Attachment A).
- 7. The Successful Bidder shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
- 8. 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 work or the Contract hereby becomes non-assignable.

9. After execution of a contract, an On-Boarding meeting with the Successful Bidder and the County's authorized representatives will be held. It is critical that Henrico County Government staff are aware of all visitors. Each individual reporting to work in any County facility will be required to follow the reporting procedures.

D. Delivery Requirements.

1. Successful Bidders shall work with the County's authorized representatives to coordinate and scheduled quarterly preventive maintenance services at a mutually agreed upon day and time for each location 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. Successful Bidders technicians shall follow the requirements of the County's policies and departments in the performance of services.
4. Successful Bidders shall perform preventive maintenance services during normal working hours, Monday through Friday from 8:00 a.m. until 4:30 p.m.
5. The following are County of Henrico holidays:
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.
6. Successful Bidders shall provide emergency services as needed and requested by the County. Service technician shall respond to the requested location and ready to provide services within 4 hours or mutually agreed upon time after receiving the emergency call.

E. 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 representative 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 representative will have the flexibility to grant authorization of third-party to provide equipment repairs.

F. Asbestos.

Whenever and wherever, during 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 representative 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.

G. 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.

H. Successful Bidder Personnel.

1. The Successful Bidder technicians and helpers shall be directly employed and supervised by the Successful Bidder.

2. 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.
3. The Successful Bidder and their employees shall be licensed and certified by the Commonwealth of Virginia to include the Department of Health and local jurisdictions to provide these services as required.
4. The Successful Bidder's technicians must possess current applicable licenses or certification as required by law and must be factory trained and experienced (three (3) years' experience desired) in maintenance and repairs of commercial refrigerated equipment and ice machines. Evidence of stated qualifications shall be made available to the County upon request.
5. The Successful Bidder's personnel and vehicles shall be easily identifiable.
 - a. Successful Bidder shall provide identification badges with company name and logo to their personnel and shall always be visibly worn while on County property.
 - b. Successful Bidder vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.
6. The Successful Bidder shall always be responsible for the actions and work of its personnel who shall observe and comply with all regulations of; failure to observe such regulations will be grounds for removal from County property.

I. Successful Bidder's Performance.

1. The Successful Bidder shall cooperate with the County's personnel in performing all works so that interference with the normal activities will be held to a minimum. The Successful Bidder shall provide proper coordination and cooperation where work is to be done in conjunction with work being performed by other Contractors.
2. All buildings, appurtenances and finishing shall be protected by the Successful Bidder from damage which might be done or caused by work performed under the contract.
3. Such damages to the foregoing shall be repaired and/or replaced by approved methods to restore the damaged areas to their condition at the expense of the Successful Bidder.
4. The Successful Bidder shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Bidder shall be responsible to the removal and disposal of all refuse, rubbish, scrap materials and debris caused by their operations.
5. The County reserves the right to inspect work in progress as well as make final inspection to approve completed work.

J. Invoicing Requirements.

1. The Successful Bidder shall provide one quarterly invoice for preventive maintenance services completed. Invoice shall include purchase order number as supplied by the County, date of service, list the name of each facility visited, description of services provided, the price as provided on the Bid Form, and copy of Service Ticket/Report. If repairs are performed during the time of preventive maintenance, Successful Bidder shall provide invoices for repair services in accordance with the requirements listed below.
2. The Successful Bidder shall provide invoices for repair services to include, but not be limited to: the purchase order number as supplied by the County, date of service, name of the facility where the work was performed, detail description of services rendered, the number of personnel used, itemizing technicians and helpers with the number of hours worked at the hourly rate provided on the Bid Form, the itemized description of each parts/materials/component used on the job, quantity and unit cost and invoices of each parts/materials/component, Service Ticket/Report, and any other pertinent information necessary to verify the invoice total.
3. 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. Documentation shall include timesheets or other supporting documents.



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

Contract No. 2244A

CONTRACT

This contract ("Contract"), made this 14th day of December, 2021 between the County of Henrico, Virginia, hereinafter called the "County" and

JRC MECHANICAL, LLC

and his, its or their successors, executors, administrators, and assigns, hereinafter called the "Contractor;".

WITNESSETH: That, for the consideration mentioned below, the Contractor promises to do all the work and furnish all the materials, equipment and labor necessary to carry out this Contract in the manner and to the full extent set forth in the Contract Documents (hereinafter defined) to the satisfaction of the County. At all times, the County shall have the right to inspect the Contractor's work performed under this Contract. All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred to below are hereby made part of this Contract as completely as if incorporated herein.

It is agreed that the services to be done under this Contract are to furnish all tools, labor, equipment and supervision necessary to provide inside delivery of commercial ice machines and refrigeration equipment preventive maintenance and repair services when needed and requested by the County of Henrico in accordance with: (i) Invitation for Bid # 21-2244-10LOC dated October 29, 2021, including the general terms, conditions and requirements therein; (ii) Addendum No 1 dated November 17, 2021; (iii) Contractor's Bid dated November 19, 2021; and (iv) the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from January 1, 2022 through December 31, 2022 and may be renewed for up to 4 additional one-year periods. Pricing shall be in accordance with the Price Schedule included as Appendix A.

In consideration of the foregoing, which consideration is acknowledged by the parties to be sufficient and complete for all of the work within the scope of this Contract, the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices or lump prices under the conditions set forth in the Contract Documents.

FIRM: JRC Mechanical, LLC
ADDRESS: 16057 Continental Blvd
S. Chesterfield, VA 23834

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

BY:

[Signature of E. L. Reid]

E. L. Reid
Director of Service

[Signature of Oscar Knott]

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us
C = US O = County of Henrico, VA OU =
Department of Finance - Purchasing Division
Date: 2022.01.11 07:44:27 -05'00'

DATE

1-10-2022

January 11, 2022

APPROVED AS TO FORM

[Signature of Assistant County Attorney]

ASSISTANT COUNTY ATTORNEY

APPENDIX A

Price Schedule – Contract No. 2244A

ITEM NO. 1 – QUARTERLY PREVENTIVE MAINTENANCE (PM):

Description	Number of PM Per Year	Estimated Number of Units	Price Per Unit
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