



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

DATE:	September 12, 2022
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Plumbing Maintenance and Repair Services (Time and Material)
CONTRACT NUMBER:	2344B (Secondary)
COMMODITY CODE:	910.60
CONTRACT PERIOD:	September 1, 2022 through August 31, 2023
RENEWAL OPTIONS:	4 Additional 1 Year Period through 2027
USER DEPARTMENT:	County & Schools
Contact Name:	See Below
Phone Number:	See Below
Email Address:	See Below
HENRICO COOPERATIVE TERMS NCLUDED:	YES
SUPPLIER: Name:	Professional Plumbing Services aka William F. Wilbern, Jr. LLC
Address:	7 Jonathan Ct.
City, State:	Toano, VA 23168
Contact Name:	See Below
Phone Number:	See Below
Email Address:	See Below
ORACLE SUPPLIER NUMBER:	578330
BUSINESS CATEGORY:	Small Business
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Leisel Collins
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.

SUPPLIER CONTACT LIST

Service and Scheduling Requests: William Wilbern, 757-637-1026, ppswilbern@gmail.com

Accounting: Tricia Wilbern, 757-637-1204

USER DEPARTMENT CONTACT LIST

General Service/Buildings and Grounds: Janie Wright, 804-501-4230 (Office), 804-965-3727 (Cell), wri76@henrico.us; Doug Brooks, 804-727-8261 (Office), bro19@henrico.us; CC: Jamie Massey, 804-501-5271 (Office), Mas08@henrico.us

Recreation and Parks: Brian Friedel, 804-727-8203 (Office), 804-229-7910 (Cell); fri059@henrico.us; CC: Cari Tretina, 804-501-5549 (Office), tre05@henrico.us

HCPS, Construction & Maintenance (C&M): Robert Isbell, 804-652-3914 (Office), 804-317-3815 (Cell), rlistbell@henrico.k12.va.us; CC: Susan Moore, 804-652-3899 (Office), smoore@henrico.k12.va.us

PRICE SCHEDULE – CONTRACT NO. 2344B

Item No.	Classification	Rate Per Man Hour
1	Licensed Journeyman Plumber – Regular Hourly Rate	\$ 140.00
2	Journeyman Plumber Helper/Apprentice – Regular Hourly Rate	\$ 85.00
3	Licensed Journeyman Plumber – Overtime Hourly Rate	\$ 155.00
4	Journeyman Plumber Helper/Apprentice – Overtime Hourly Rate	\$ 100.00
5	Licensed Journeyman Plumber – Emergency and Holiday Hourly Rate	\$ 280.00
6	Journeyman Plumber Helper/Apprentice – Emergency and Holiday Hourly Rate	\$ 170.00

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. **In the event, the primary Successful Bidder is unable to commit to and perform the services; the secondary Successful Bidder will be given the opportunity to perform the services.**
2. The Successful Bidders shall provide plumbing maintenance and repair services to include but not limited to: drain cleaning, blockage removal, drain jetting, plumbing fixture repair or replacement, backflow repair, pipe repair, service to water heaters that provide domestic hot water and not HVAC related, any additional plumbing services needed and requested.
3. The Successful Bidders 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.
4. The County's authorized representatives will contact the Successful Bidders to request plumbing maintenance and repair services. It is imperative the Successful Bidders work with the County's authorized representation to coordinate these services.
5. The Successful Bidders shall adhere to the following procedure upon receipt of request for maintenance services:
 - a) Service personnel must report to job site and meet with the County's contact personnel prior to performing services and prior to 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 Bidders shall submit a detail report/ticket of the deficiencies and estimate to correct the deficiencies.
6. Prior to authorizing requests for repair services, the County's authorized representatives will request a detail written estimate from Primary and Secondary Successful Bidders or other sources for projects that exceed \$7,500.00. The estimate shall include the following:
 - a) A number traceable to an invoice number and the contract number
 - b) Name and address of job sites
 - c) Description of plumbing services to be performed
 - d) Number of man hours, labor rate(s), and labor category
 - e) List of material, parts, and components which will be required to perform the plumbing services

- f) Start and completion dates (time involved for each job shall be jointly estimated by the County and the Successful Bidders)
7. Upon acceptance and approval of the estimate, the County will issue a Purchase Order which shall include the Successful Bidder's estimate with a "not to exceed price" and the agreed upon starting and completion dates. No work shall be undertaken by the Successful Bidders until a written Purchase 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.
 8. 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.
 9. 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.
 10. The Successful Bidders shall work with the General Government and Henrico County Public Schools authorized representatives to schedule all plumbing services during school and General Government normal 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. Recreation and Parks normal business hours are Monday through Friday between 7:00 a.m. and 7:00 p.m.
 - ii. 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.
 - 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 Bidders 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: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
 - ii. HCPS: Winter Break (Week of Christmas into New Year), Martin Luther King, Jr. Day, Spring Break, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Break, and any other HCPS designated holidays.

- iii. County's authorized representatives will notify the Successful Bidders of changes to these holidays.
11. The Successful Bidders shall invoice the County for services based on the hourly rates provided on the Bid Form. Hourly rates per man hour for plumbing services 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.
12. The Successful Bidders shall be paid an hourly rate per man hour for plumbing services as follows:
- a) Regular 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 plumbing 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 Bidders 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 plumbing services to ensure plumbing systems are working properly and facilities are safe. 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.
13. The Successful Bidders shall provide emergency and non-emergency services requests on plumbing services on a time and material basis 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 plumbing services. 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 service services
 - ii. Building name and location
 - iii. Details of work performed, to include material, parts or components replaced
 - iv. Deficiencies and corrective action to be taken in accordance with the recognized code and maintenance standards
 - v. Technician name and signature
 - vi. County's authorized representatives name and signature

- e) Bidders must provide with their Bid Form, their method of providing service tickets (paper or electronic) and a sample copy of their service report/ticket.

14. Material, Parts, and Components.

- a) The Successful Bidders 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 Bidders 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 Bidders 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 Bidders 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 Bidders 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 Bidders for the parts, materials, and components. 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.

15. The Successful Bidders shall maintain accurate records of plumbing services performed on County property. Records shall include service request dates, locations of plumbing services, 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. General Requirements.

- 1. The Successful Bidders, by submitting a bid for this Contract, certifies that he/she have under their employment, sufficient licensed/certified personnel 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 personnel capable of performing the requirements of this Contract.
- 2. The Successful Bidders shall have a minimum of five (5) years' experience in providing Plumbing Services and shall possess and maintain a Classification B or better Plumbing (PLB) Contractor's License through the Department of Professional and Occupational Regulations (DPOR). Bidder shall provide proof of experience and a copy of license with their bid response.
- 3. The Successful Bidders' Journeyman Plumbers performing services under this Contract are required to be licensed through DPOR. The Successful Bidders shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the necessary work.

4. The Successful Bidders helpers or apprentices shall not perform services under this Contract without a license Journeyman Plumber employed by the Successful Bidders.
5. The Successful Bidders shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
6. The Successful Bidders 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 Bidders shall be responsible for obtaining all permits required to make repairs. The cost of the permit shall be the responsibility of the Successful Bidders.
8. Bidders shall provide a cell phone number, or phone number that may be used for emergency plumbing services with their Bid Form. It will be the responsibility of the Successful Bidders to update the County Purchasing Division of changes to the number provided.
9. It is intended that the Successful Bidders 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.

D. Delivery Requirements.

1. The Successful Bidders shall work with the County's authorized representatives to coordinate and scheduled plumbing services at a mutually agreed timeframe for each service request 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 Bidders technicians shall follow the requirements of the County's and departments policies in the performance of services.

E. Equipment, Beyond Economic Repair.

The Successful Bidders 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.

F. Damages.

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

G. 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
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

Services Contract
Contract No. 2344B

This Services Contract (this "Contract") entered into this 24th day of August 2022, by the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the "County") and William F. Wilbern, Jr. LLC, a Virginia limited liability company, and its successors it assigns (the "Secondary Contractor").

SCOPE OF CONTRACT: The Secondary Contractor shall furnish all materials, equipment, and labor necessary to provide inside delivery of Plumbing Maintenance and Repair Services (Time and Material) to the County as set forth in the Contract Documents.

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

CONTRACT TERM: The Contract term shall be for a period of one year beginning September 1, 2022 and ending August 31, 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 Secondary 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 Services Contract between the County and Secondary Contractor.
2. Invitation for Bid No. 22-2344-4LOC, dated May 2, 2022 (as modified by any addenda).
3. The Secondary Contractor's bid dated May 14, 2022.

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

William F. Wilbern, Jr. LLC
7 Jonathan Ct.
Toano, VA 23168

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

Signature

Signature

William F. Wilbern, Jr.

Printed Name and Title

Oscar Knott, CPP, CPPO, VCO

Purchasing Director

August 31, 2022

Date

8/12/22

Date

APPROVED AS TO FORM

ASSISTANT COUNTY ATTORNEY

APPENDIX A

Price Schedule – Contract No. 2344B

Item No.	Classification	Rate Per Man Hour
1	Licensed Journeyman Plumber – Regular Hourly Rate	\$ 140.00
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6	Journeyman Plumber Helper/Apprentice – Emergency and Holiday Hourly Rate	\$ 170.00