



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

DATE:	April 15, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Fire Suppression Systems Inspection, Maintenance & Repair Services
CONTRACT NUMBER:	2314B
COMMODITY CODE:	340.29
CONTRACT PERIOD:	May 1, 2024 through April 30, 2025
RENEWAL OPTIONS:	2 Additional 1 Year Period through 2027
USER DEPARTMENT:	County
Contact Name:	Doug Gavin; Doug Brooks; CC: Jamie Massey
Phone Number:	804-501-4768 (Office), 804-349-2039 (Cell); 804-501-5152 (Office); CC: 804-501-5271 (Office)
Email Address:	gav@henrico.us; bro19@henrico.us; mas08@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Summit Fire & Security LLC
Address:	8827 Staples Mill Road
City, State:	Richmond, VA 23228
Contact Name:	See Below
Phone Number:	See Below
Email address:	See Below
ORACLE SUPPLIER NUMBER:	618362
BUSINESS CATEGORY:	Non-SWaM
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.

SUPPLIER CONTACT LIST

Service Manager: De Woodfin, 804-640-1171; Wdwoodfinflsamerica.com

Fire Alarm Service: Brandon Mayes, Alarms Mgr.; 804-629-8373; BCMayerflsamerica.com

Sprinkler Service: Brad Simmons, Service Operations Mgr.; 804-640-8132; BSimmonsflsamerica.com

Inspections (Scheduling or Rescheduling): Paul King, Inspection Manager; 804-400-5602; PNKincflsamerica.com

Service Admins (Invoicing): Jessica Stuck, Service Admin; 804-283-5461; JLGibsonflsamerica.com
Dana Scott, Service Admin; 804-308-5668; DGScottflsamerica.com

Normal Business Hours: 8:00 am — 5:00 pm (804) 222-1381

After Hours: 5:01 pm — 7:59 am (804) 222-1381 (24 Hour on Call Service)

Price Schedule

Lot No.2 - Halon 1301, Inergen, & FM-200 Systems

Item No.	Location	System/Size	# of Systems	Unit Price Per System for Semi-Annual Inspection	Unit Price per 5 Year Hose Test (6.3.1/6.3.2)
1	Courts Buliding Jury Assembly Room	FM200 (1x70lb Tank)	1	\$ 206.00	\$ 288.40
2	Courts Buliding 016 Storage	Halon 1301 (2x250lb, 4x600lb Tanks)	1	\$ 206.00	
3	Juvenile Courts	FM-200 - Fenwal 732 (2x264lb Tanks)	1	\$ 206.00	\$ 288.40
4	Woodman Road Telephone Switch Building	Halon 1301 (1x200lb Tank)	1	\$ 206.00	
5	911 Communications	Inergen (95x435 cubic feet cylinders)	1	\$ 206.00	\$ 288.40
6	Public Utilities Operations Center	Halon 1301 (1x322lb Tank)	1	\$ 206.00	

Lot No.2 - Labor Rates for Repair Services

Item No.	Category	Hourly Rate Per Man Hour
7	Non-Emergency Repair Services - Normal Hourly Rate	\$ 72.10
8	Non-Emergency Repair Services - Overtime Hourly Rate	\$ 108.15
9	Emergency Repair Services - Normal Hourly Rate	\$ 72.10
10	Emergency Repair Services - Overtime Hourly Rate	\$ 108.15
11	Emergency Repair Services - Holiday Hourly Rate	\$ 108.15

SCOPE OF WORK/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 General Government and HCPS authorized representatives will work with the Successful Bidder(s) to coordinate inspection, maintenance, and repair services of fire suppression systems. It is imperative the Successful Bidder work with the County's authorized representation to coordinate these services.
2. All inspection and maintenance services shall conform to all current National Fire Protection Association (NFPA) codes and guidelines, all fire codes for the authority having jurisdiction, and in accordance with the manufacturer's specifications.
3. The Successful Bidder(s) shall be responsible for obtaining all permits required to make repairs. The cost of the permit shall be the responsibility of the Successful Bidder(s).
4. It is intended that the Successful Bidder(s) 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.
5. The Successful Bidder(s) shall perform semi-annual inspections and maintenance to the County fire suppression systems (wet or dry) in accordance with National Fire Protection Association (NFPA) codes and guidelines as follows:
 - a) One inspection shall be performed in August
 - b) One inspection shall be performed in February
6. The Successful Bidder shall perform hose test of all Inergen and FM-200 suppression systems every five (5) year. These tests shall be performed during a contract year and must be completed in accordance with NFPA codes and guidelines as well as in accordance with the manufacturer's specifications.
7. The Successful Bidder shall perform inspections, maintenance, and repairs of fire suppression system during normal business hours: Monday through Friday from 8:00 a.m. to 4:30 p.m. If earlier hours are needed to perform services, the County will work with Successful Bidder to accommodate.
8. The Successful Bidder(s) shall reset fire suppression systems after inspection, as needed. It is the responsibility of the Successful Bidder(s) to familiar themselves with these systems and leave the equipment in operational order.
9. The Successful Bidder(s) must sign and date the inspection tag attached to the fire suppression system indicating the date the system was serviced.

10. The Successful Bidder shall properly dispose of all materials in accordance with the existing federal, state, and local laws, codes, ordinances and regulations.
11. The Successful Bidder(s) shall provide emergency and non-emergency repair service requests on the fire suppression systems 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.
12. The Successful Bidder(s) shall invoice the County for services based on the price/rates provided on the Bid Form. Price/rates for inspection, maintenance, and repair of fire suppression systems 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(s) shall be paid an hourly rate for repair services as follows:
 - a) Normal Hourly Rate: The Successful Bidder(s) shall be paid normal hourly rates for productive time on the job during the normal school and business hours as specified.
 - b) Overtime Hourly Rate: The Successful Bidder(s) shall be paid overtime hourly rates for repair services performed outside of normal school and business hours as specified and must be approved by the County's authorized representative prior to work commencing. If work must be carried over and the Successful Bidder(s) 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 representative prior to proceeding.
 - c) Holiday Hourly Rate: The Successful Bidder(s) shall be paid holiday hourly rates for repair services approved by the County's authorized representatives prior to work commencing and performed on the County General Government and HCPS observed holidays. The County 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. 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). County's authorized representatives will notify the Successful Bidder(s) of changes to these holidays.
14. The County personnel reserve the right to witness and inspect all service work, review data, and request other such additional inspections and repeat tests as necessary to ensure the equipment and services provided conform to the requirements specified herein.
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 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.
16. The Successful Bidder(s) shall provide detailed electronic or paper inspection reports for each system serviced within two (2) days of service completion. Bidders shall provide a sample copy of their service ticket. The inspection reports shall include the following:
- a) Site name and location
 - b) Date of inspection
 - c) Type of system and model number
 - d) Status of system
 - e) Detailed description of inspection performed
 - f) Detailed description of maintenance or hydro test performed

C. Safety.

- a) The Successful Bidder(s) shall keep work areas in a safe condition and clean up daily after all work activities. The Successful Bidder(s) shall also provide for any hazardous material storage facilities and disposal that may be required.
- b) The Successful Bidder(s) 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(s) 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(s).
- c) Any operations of the Successful Bidder(s) determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder(s) upon receipt of either written or oral notice by the County to discontinue such practice.
- d) 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 fire suppression systems. 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.

- e) The Successful Bidder(s) personnel and vehicles shall be easily identifiable. Successful Bidder(s) shall provide identification badges with company name and logo to their personnel and shall be visibly worn at all times while on County property.
- f) Successful Bidder(s) vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.
- g) The Successful Bidder(s) 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.

D. Equipment, Beyond Economic Repair.

The Successful Bidder(s) 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.

E. 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.

F. Invoicing Requirements.

1. The Successful Bidder shall submit itemized invoices for each department facilities/building upon completion of work. A complete invoice shall include but not limit to: contract number, purchase order number as supplied by the County, date of service, name and address of each building/facility services was performed, description of service provided, unit price per services rendered at each building/facility, and copies of service tickets signed by the County's representative.
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 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



COMMONWEALTH OF VIRGINIA
County of Henrico

Services Contract
Contract No. 2314B

This Services Contract (this "Contract") entered into this 20th day of April 2022, by the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the "County") and Fire & Life Safety America, Inc., a Virginia corporation, and its successors it assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide Fire Suppression Systems Inspection, Maintenance, and Repair Services – Lot No. 2 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 May 1, 2022 and ending April 30, 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 Services Contract between the County and Contractor.
2. Invitation for Bid No. 22-2314-3LOC, dated March 4, 2022 (as modified by any addenda).
3. The Contractor's bid dated March 21, 2022.

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

Fire & Life Safety America, Inc.
8827 Staples Mill Road
Richmond, VA 23228



Signature


William D. Woodfin / Service Manager

Printed Name and Title

4-22-2022

Date

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



Signature

Oscar Knott, CPP, CPPO, VCO

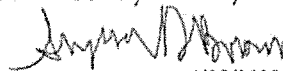
Purchasing Director

April 26, 2022

Date

Digitally signed by Oscar Knott
DN: CN = Oscar Knott email = kno026@henrico.us C = US O = County
of Henrico, VA OU = Department of Finance - Purchasing Division
Date: 2022.04.26 09:48:15 -0500

Approved as to form by
Assistant County Attorney



4/20/2022



COMMONWEALTH OF VIRGINIA
County of Henrico

Fire Suppression Systems Inspection, Maintenance, and Repair Services – Lot No. 2
Contract No. 2314B
Amendment No. 1
April 17, 2024

Whereas, the County of Henrico, Virginia and County School Board of Henrico County, Virginia (collectively, the “County”) and Fire & Life Safety America, Inc. (the “Original Contractor”) entered into Contract No. 2314B (the “Contract”) dated April 26, 2022, to provide Fire Suppression Systems Inspection, Maintenance, and Repair Services – Lot No. 2 when needed and requested by the County; and,

Whereas, the original Contract term was from May 1, 2022, to April 30, 2023; and,

Whereas, effective September 12, 2022, the Original Contractor assigned the Contract to Summit Fire & Security LLC, a Delaware limited liability company (the “Successor Contractor”); and,

Whereas, the Successor Contractor represents and warrants to the County that it alone has assumed all the Original Contractor’s rights, obligations, and liabilities under and arising out of the Contract and is willing and able to perform the Contract; and,

Whereas, the Contract was renewed for an additional 1-year term beginning May 1, 2023, and ending April 30, 2024; and,

Whereas, the Successor Contractor and the County wish to renew the Contract for an additional one-year term beginning May 1, 2024 and ending April 30, 2025.

Now, therefore, the parties agree to amend the Contract as follows:

1. The Contract is hereby renewed for an additional one-year term beginning May 1, 2024 and ending April 30, 2025 at a 3% increase in Contract pricing, which is shown in Exhibit A attached hereto and incorporated herein by reference.
2. “Summit Fire & Security LLC, a Delaware limited liability company” shall replace “Fire & Life Safety America, Inc.” throughout the Contract.
3. All other provisions of the Contract remain in full force and effect.

Intending to be legally bound hereby, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

Summit Fire & Security, LLC
8827 Staples Mill Road
Richmond, VA 23228

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

William D. Woodfin

Oscar Knott

William D. Woodfin
Service Manager
April 24, 2024

Oscar Knott, CPP, CPPO, VCO
Purchasing Director
04/24/2024

Date

Date

APPROVED AS TO FORM

Alfred D. Brown 4-23-24
Assistant County Attorney

EXHIBIT A

Lot No. 2 – Halon 1301, Inergen, & FM-200 Systems

Item No.	Location	System/Size	Number of Systems	Unit Price Per System for Semi-Annual Inspection	Unit Price per 5 Year Hose Test (6.3.1/6.3.2)
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Lot No. 2 – Labor Rates for Repair Services

Item No.	Category	Hourly Rate Per Man Hour
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