



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

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| DATE: | August 15, 2024 |
| CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i> | Welding and Machine Shop Services |
| CONTRACT NUMBER: | 2402A |
| COMMODITY CODE: | 928.95, 910.76, 914.85 |
| CONTRACT PERIOD: | September 1, 2024 through August 31, 2025 |
| RENEWAL OPTIONS: | (2) Two Remaining, through August 31, 2027 |
| USER DEPARTMENT: | County, HCPS |
| Contact Name: | Mike Arrighi |
| Phone Number: | 804-727-8645 |
| Email Address: | arr@henrico.gov |
| HENRICO COOPERATIVE TERMS INCLUDED: | YES |
| SUPPLIER: Name: | West End Machine & Welding, Inc. |
| Address: | 6804 School Avenue |
| City, State: | Henrico, VA 23228 |
| Contact Name: | Michael Mitchell |
| Phone Number: | 804-266-9631 |
| Email address: | mike@westendmachine.com |
| ORACLE SUPPLIER NUMBER: | 11148 |
| BUSINESS CATEGORY: | Small Business |
| PAYMENT TERMS: | NET 30 |
| DELIVERY: | As Needed and Requested |
| FOB: | County of Henrico |
| BUYER: Name: | Justin M. Herbaugh, VCO, VCA |
| Title: | Procurement Analyst II |
| Phone: | 804-501-5680 |
| Email: | Her034@henrico.gov |

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. 2402A

| Lot 1 – Welding Services | | |
|--------------------------------------|---|-------------|
| Item | Description | Hourly Rate |
| 1 | Welding – Shop Regular Rate | \$ 110.00 |
| 2 | Welding – Offsite Regular Rate | \$ 110.00 |
| 3 | Welding – Overtime Rate | \$ 165.00 |
| 4 | Welding – Emergency and Holiday Rate | \$ 200.00 |
| Lot 2 – Machine Shop Services | | |
| Item | Description | Hourly Rate |
| 1 | Machine Shop – Shop Regular Rate | \$ 110.00 |
| 2 | Machine Shop – Offsite Regular Rate | \$ 110.00 |
| 3 | Machine Shop – Overtime Rate | \$ 165.00 |
| 4 | Machine Shop – Emergency and Holiday Rate | \$ 200.00 |

C. 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.

D. Specifications.

1. The Successful Bidder shall provide welding services that include but not limited to electric and acetylene welding, cutting, grinding, braising, soldering, straightening, fabrication, constructing parts, repairing, and rebuilding equipment. The Successful Bidder shall be required to use the type best suited for each condition.

2. All equipment to be used and all work performed under any resulting contract shall be subject to inspection and approval by a representative of the requesting department. The Successful Bidder shall perform and inspect all work in accordance with current and applicable American Welding Society Standards.
3. Supplies and materials furnished under this contract shall be new. No used, damaged, imperfect supplies or materials shall be accepted.
4. The Successful Bidder shall be required to immediately correct all defective work performed by their personnel at no cost to the County. The Successful Bidder shall be held responsible for any lost or damage or injury resulting from their defective work. Work shall be judged for quality from aspect of functionality, durability, and aesthetics as appropriate. The County will remain the sole judge of the acceptability of all work performed. All work shall be conducted using only the best commercial and industry practices and only new materials of the highest quality shall be used.
5. The Successful Bidder shall provide written estimates to the County for requested work. The estimate shall include but not limited to:
 - a. A number traceable to an invoice number and the contract number.
 - b. Name and address of department and contact person.
 - c. Description of services to be performed.
 - d. Number of man hours and labor rates to complete the job.
 - e. An itemized list of parts and materials (billed at actual cost) which will be required to perform the work.
 - f. Start and completion dates (time involved for each job shall be jointly estimated by the County and the Successful Bidder)
 - g. All price quotes shall be valid for a period of 30 days.
6. The Successful Bidder shall provide welding services on a time and material based at the hourly rates provided on the Bid Form. Hourly rates per man hour 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. The Successful Bidder shall invoice the County for services as follows:
 - a. Regular Hourly Rate shall be paid for productive time on the job site during normal business hours of 7:00 a.m. to 5:30 p.m., Monday through Friday.
 - b. Overtime Hourly Rate shall be paid for work performed outside of normal business hours 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 of 7:00 a.m. to 5:30 p.m., Monday through Friday 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 work performed when an emergency deems it necessary, on Saturday, Sunday, and County holiday. Prior to the commence of work, the County's authorized representatives must approve all work to be perform on an emergency basis or on County observed holidays:
 - i. Current General Government observed holidays include: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans Day, Thanksgiving break, and Christmas break.
 - ii. Current HCPS observed holidays include: 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.
- 7. The Successful Bidder personnel and vehicles shall be easily identifiable. Successful Bidder shall provide identification badges with company name and logo to their personnel and shall be visibly worn at all times while on County property.
- 8. The Successful Bidder vehicles parked on County property must display company name/identification. The Successful Bidder shall comply with all traffic and parking regulations.
- 9. 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.
- 10. The Successful Bidder shall keep work areas in a safe condition and clean up after all work activities performed on County property.
- 11. 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.

E. General Requirements.

- 1. The Successful Bidder, by submitting a bid for this Contract, certifies that their firm have a fully staffed operational service office located within 30 miles (as defined by <https://www.google.com/maps>) of the County's Central Automotive Maintenance Facility located at 10301 Woodman Road, Glen Allen, VA 23060. The County may conduct site visits at any time in order to verify the Successful Bidder's operational ability to complete the requirements of the contract. Bidders shall indicate the shop(s) location(s) on the Bid Form.
- 2. The Successful Bidder shall be a firm with a minimum of five (5) years' experience in providing welding services and possess certification from the American Welder's Society. Bidder shall provide proof of experience with their bid response and a copy of license with their bid response.
- 3. The Successful Bidder shall have under their employment sufficient certified by American Welders Society (AWS) personnel experience in providing all types of welding and repair services and equipment to meet the requirements as outlined in the Scope of Work/Services. Bidders shall include in their bid response, a list of personnel and equipment in the performing the requirements of this Contract.

4. The Successful Bidder shall have and maintain portable welding and machine shop equipment to perform routine or emergency welding and machine shop services. Portable equipment shall be capable of completing repairs in a suitable, satisfactory manner and comparable to any services provided at the Successful Bidder's shop. The County will not be responsible for any loss, theft, and/or damage to the Successful Bidder's equipment, tools, or supplies as a result of work being performed under the Contract at County facilities.
5. Welding and machine shop services may be required on an immediate delivery or emergency basis; therefore all equipment, materials and operators must be available on a 24-hour basis including Sundays and Holidays. The majority of the routine and emergency work will be delivered by the County to the Successful Bidder's shop for completion. However, there will be occasions where the Successful Bidder shall be required to complete routine or emergency welding or machine shop repairs at a County job site as directed by the requesting agency.
6. The Successful Bidder and their personnel shall comply with all Federal, State, and local statutes including but not limited to the United States Occupational Safety and Health Standards ("OSHA"), Virginia Occupational Safety and Health ("VOSH"), United States Environmental Protection Agency ("EPA"), and Virginia Department of Environment Quality ("DEQ") regulations while performing services under this contract. The Successful Bidder shall bear the cost of all fines and legal expenses for not complying with the applicable federal, state and local laws, ordinances, and regulations.
7. It is intended that the Successful Bidder shall perform all work under this contract with the Successful Bidder's own forces and shall not sublet any portion of the Contract or the Contract hereby becomes non-assignable.
8. The Successful Bidder shall have workers on the premise of a County job site within 24 hours if the job or piece of equipment is considered to be of critical nature to the operation of the County. Calls for non-critical service shall be answered within 48 hours unless otherwise dictated by the County.
9. **Bids received with a minimum charge stipulation will be considered non-responsive.**

F. Invoicing Requirements.

1. The Successful Bidder will be required to submit a monthly-itemized invoice of each specific job for payment, which shall include, but not be limited to the following information. This information may be provided as attachments to the invoice to indicate any other pertinent information covering work performed under this contract. Invoices shall be submitted to each agency/department's designated representative.
 - a. Purchase Order number must appear on all invoices.
 - b. Copies of work orders/tickets.
 - c. Date of service
 - d. Location
 - e. Time of arrival/time of completion
 - f. Hours worked
 - g. Number of technicians
 - h. Total labor charges for each repair.
 - i. Total parts/materials charges for each repair.

G. Warranty Requirements.

1. The Successful Bidder shall warrant unless otherwise specified, that all materials incorporated in the work under the Contract shall be new. The Successful Bidder further warrants that all workmanship shall be first class and in accordance with Contract and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
2. The Successful Bidder warrants that all repairs provided shall be free from defects for six (6) months, or in accordance with the Successful Bidder's warranty terms, whichever is greater.