



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

DATE:	February 15, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	OEM Repairs and Parts: Cummins Diesel Engines
CONTRACT NUMBER:	2633B
COMMODITY CODE:	MULTIPLE: 928.60, 060.38, 060.39, 928.24, 928.86, 928.87
CONTRACT PERIOD:	February 15, 2024 through February 14, 2025
RENEWAL OPTIONS:	Four (4) remaining, through February 14, 2029
USER DEPARTMENT:	General Services, Central Automotive Maintenance
Contact Name:	Larry Maready
Phone Number:	804-727-8630
Email Address:	<a href="mailto:Mar126@henrico.us">Mar126@henrico.us</a>
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER: Name:	CUMMINS SALES AND SERVICE (Cummins Inc.)
Address:	3900 Deepwater Terminal Rd
City, State:	Richmond, VA 23234
Contact Name:	Kevin Shaw, Account Executive
Phone Number:	804-232-7891 (local branch)
Email address:	<a href="mailto:Kevin.o.shaw@cummins.com">Kevin.o.shaw@cummins.com</a>
ORACLE SUPPLIER NUMBER:	275712
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 30
DELIVERY:	Needed and Requested, 48 hours.
FOB:	Destination
BUYER: Name:	Justin M. Herbaugh
Title:	Procurement Analyst II
Phone:	804-501-5680
Email:	<a href="mailto:Her034@henrico.us">Her034@henrico.us</a>

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. 2633B

### 3. Cummins Diesel Engines

<b>Percent Discount off MSRP:</b>	<b>19%</b>
<b>Regular Shop Labor Rate:</b>	<b>\$180.00 / Hour</b>
<b>Field Service Labor Rate:</b>	<b>\$180.00 / Hour</b>

#### 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(s) shall be a firm regularly engaged in the sale of genuine OEM equipment, engines, transmissions, parts, accessories, and supplies as listed within the Invitation for Bid, as well as a full-service repair facility for Heavy-Duty Diesel Engines and Transmissions, and Off-Road Equipment sold and serviced by the Successful Bidder(s).
2. Parts supplied and services rendered by Successful Bidder(s) shall be OEM quality products that comply with all applicable laws, ordinances, rules, and regulations.
3. The Successful Bidder(s) location must be within **forty-five (45) miles** of the County's Central Automotive Maintenance – West complex located at 10301 Woodman Road, Glen Allen, VA 23060 as determined by the shortest drivable distance in Google Maps, to accommodate County personnel in transporting equipment for repair.
4. Successful Bidder(s) operating under this contract agree to 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"), and United States Environmental Protection Agency ("EPA"), and Virginia Department of Environment Quality ("DEQ") regulations. The Successful Bidder(s) shall bear the cost of all fines and legal expenses for not complying with the applicable federal, state, and local laws, ordinances, and regulations.
5. It is the County's expectation that the Successful Bidder(s) perform all work under this contract with the Successful Bidder's own workforce and equipment. No portion of the contract shall be subcontracted without prior approval by the County (Section II., CC.).

E. General Requirements.

1. Parts, Components, and Accessories for Heavy-Duty Diesel Engines, Off-Road Equipment and Heavy-Duty Automatic Transmissions.
  - a. All items furnished under this contract shall be OEM authorized parts. **No exceptions. No used, damaged, imperfect, or reconditioned parts will be accepted.**
  - b. All shipping and delivery costs must be included in the price of product. **No additional fees will be accepted. Any Special-Order items, that include expedited shipping charges, must be approved in advance by County authorized representatives.**
  - c. Bidders shall submit the applicable current Manufacturer's Suggested Retail Price (MSRP) List with their bid. Electronic access to the applicable current MSRP List is an acceptable alternative. If current MSRP Lists are not provided with the bid, it is the County's right to request a copy upon review of the submitted bid. Failure to provide the requested MSRP price list may result in the bid being declared non-responsive.
  - d. Successful Bidder(s) shall warrant that all parts, components, and accessories supplied under this contract will not void existing vehicle/equipment or manufacturer's warranties.
  - e. Successful Bidder(s) shall provide a point of contact(s) for receiving orders from the County. A Central Automotive Maintenance ("CAM") representative will contact the Successful Bidder by e-mail, fax, or telephone to place an order for parts. The request will include the vehicle description, part number, part description, and delivery requirements.
  - f. Successful Bidder(s) shall deliver all orders for parts in their entirety unless arrangements for partial shipments are made in advance. The Successful Bidder must provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
2. Certified Repairs to Heavy-Duty Diesel Engines, Off-Road Equipment, and Heavy Duty Automatic Transmissions.
  - a. Bidders shall include a letter of authorization or certification from the manufacturer allowing distribution of OEM parts and performing proprietary work on applicable equipment and engines. All technicians performing work on County vehicles shall be qualified for the work intended and have the appropriate ASE or Manufacturer certifications.
  - b. All professional mechanical services shall be performed by Successful Bidder(s) in a manner which maintains the integrity of the original design and operation of the County's equipment. Professional workmanship necessary for complex automotive repair work, including but not limited to, replacement of timing belts, water pumps, exhaust systems, or repairing the electrical system, engine, drive train, clutch, fuel system, suspension, transmission, or recharging the air conditioning system.
  - c. No repairs or maintenance performed under any resultant contract will be considered complete until reviewed and accepted by a CAM representative. CAM will remain the sole judge of the acceptability of all work performed on County equipment. Any work deemed not acceptable will be corrected by the Successful Bidder at no cost to the County. All work shall be conducted using only the best commercial and workmanship practices and only OEM parts and material shall be used.
  - d. Successful Bidder(s) shall be an authorized dealer of the above-referenced equipment and related parts, and all employees must be factory trained on the equipment that is being repaired. A copy of employees' certification may be requested before any work is conducted.

- e. Unless otherwise stated, the County shall be responsible for the round-trip transportation of any equipment that may require repair services. The Successful Bidder(s) shall have secure and/or gated garage/enclosures to ensure the safekeeping of County property. The Successful Bidder(s) shall be responsible for any damage or losses that occur while on the Successful Bidder's property.
- f. On-site or field repair services may be requested by the County. These repair services will be made upon special request for equipment located on Henrico County-owned property, and shall meet all criteria and expectations for in-shop repair services. Travel time shall be billed at no more than (1) hour total per mechanic for each field repair.
- g. When requested, the Successful Bidder(s) shall submit cost estimates to CAM for review and approval before any work is performed. Successful Bidder(s) are authorized to proceed with work estimated to cost less than \$1,000.00 total immediately, upon receipt of the equipment. Estimates for repairs between \$1,000.00 and \$10,000.00 must be submitted via email. Written estimates are required for any repairs estimated to exceed \$10,000.00. Successful Bidder(s) assumes all liability and responsibility for work performed without proper authorizations.
- h. The Successful Bidder(s) shall complete all work within the timeframe indicated in the estimate. Any deviation from the timeframe indicated must be submitted and approved by a CAM representative.
- i. Upon request, the Successful Bidder(s) shall provide all parts removed during repair of the unit to CAM for verification purposes.
- j. Successful Bidder(s) shall provide a comprehensive repair invoice, that lists all related costs, at the time the equipment is received by the County. The invoice shall include detailed description of the repair(s) performed, labor rates, labor costs, parts installed with description, quantity, and cost with difference on MSRP, plus any applicable environmental fees required by law, as related to the work completed.

F. Delivery Requirements.

1. All parts and supplies shall be delivered to the following locations during the following business hours:
  - Central Automotive Maintenance – West, 8:00am – 7:30pm.**  
10301 Woodman Road  
Glen Allen, VA 23060
  - Central Automotive Maintenance – East, 8:00am – 3:30pm**  
440 Dabbs House Road  
Henrico, VA 23223
2. The Successful Bidder(s) must maintain adequate stock to ensure immediate delivery of requested automotive accessories, parts, and supplies. For the replenishment of County stock: 48 hours, or two business days, is acceptable. For the emergency repair of non-operational equipment, the County may request two (2) hour delivery of parts.
3. In the event a Successful Bidder fails to meet the response times, the County of Henrico reserves the right to secure the accessories, parts, and supplies required from another source. Repeated failure to comply with the response time listed may result in termination of the Successful Bidder(s) contract.
4. The County shall not be obligated to purchase or pay for products until they are ordered and received by the County's authorized representatives. The County reserves the right to refuse any product delivered that has not been approved or ordered by an authorized representative.

#### G. Invoicing Requirements.

1. The Successful Bidder(s) shall submit invoices to the County for all repairs, parts, or accessories at the time of delivery. Invoices shall include, but not be limited to the following information:
  - a. Purchase Order number.
  - b. Work Order/Service Request Ticket.
  - c. Copy of Repair Estimate.
  - d. Description of service performed, labor hours and rates of services, parts/accessories numbers, quantity of parts/ accessories, price per parts/ accessories, and total cost of parts/accessories or services purchased.
2. Unauthorized invoice charges will not be accepted. Any invoice submitted for payment with questionable charges will be returned to the Successful Bidder(s) for review and resubmitted with an explanation as to the reason for the unauthorized invoice charges.
3. The Successful Bidder(s) shall mail monthly statements to:

**Central Automotive Maintenance – West**  
10301 Woodman Road  
Glen Allen, VA 23060

#### H. Warranty Requirements.

1. The Successful Bidder warrants that all parts, components, accessories, and supplies provided shall be consistent with the Manufacturer's specifications and will be free from defects. All items provided by the Successful Bidder are warranted to be free from defects for thirty (30) days, or in accordance with the Successful Bidder's warranty terms, whichever is greater.
2. The Successful Bidder warrants that all repairs provided shall warranted to be free from defects for six (6) months, or in accordance with the Successful Bidder's warranty terms, whichever is greater.