



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

DATE:	July 1, 2023
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	OEM Parts and Repair Services for Fire Apparatus
CONTRACT NUMBER:	2358A
COMMODITY CODE:	928.12
CONTRACT PERIOD:	July 6, 2023 through July 5, 2024
RENEWAL OPTIONS:	Three (3) options remaining, through July 5, 2027
USER DEPARTMENT:	Central Automotive Maintenance, Division of Fire
Contact Name:	Mike Arrighi
Phone Number:	804-727-8645
Email Address:	arr@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER:	Name: Laake Enterprises, Inc. dba Fesco Emergency Sales
	Address: 7010 Troy Hill Drive
	City, State: Elkridge, MD
	Contact Name: Doug DeLawter
	Phone Number: (800) 638-0926
	Email address: henricoservice@fescosales.com
ORACLE SUPPLIER NUMBER:	32984
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 30
DELIVERY:	Needed and Requested
FOB:	Destination
BUYER:	Name: Justin M. Herbaugh, VCO, VCA
	Title: Procurement Analyst II
	Phone: 804-501-5680
	Email: Her034@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. 2358A

LOT	Manufacturer & Category	Discount off MSRP Parts	Regular Shop Labor Rate for Certified Mechanic
1	Horton Emergency Vehicles Apparatus	0%	\$165.00 / hour
5	Rosenbauer America Apparatus	0%	\$165.00 / hour

D. Specifications.

1. The Successful Bidder(s) shall be a firm regularly engaged in the sale of genuine OEM vehicles, parts, accessories, and supplies as listed within the Invitation for Bid, as well as a full-service repair facility for Fire Apparatus, Fire Medic Apparatus, and Miscellaneous Fire Apparatus units sold and serviced by the Successful Bidder(s).
2. Parts supplied and services rendered by the Successful Bidder(s) shall be Original Equipment Manufacturer (“OEM”) products that comply with all applicable laws, ordinances, rules, and regulations.
3. The Successful Bidder’s place of business shall be within thirty (30) miles of the County’s Central Automotive Maintenance Facility located at 10301 Woodman Road, Glen Allen, Virginia 23060 as determined by Google Maps, to accommodate County personnel in transporting equipment for repair. The Successful Bidder(s) location will be an important factor in awarding the Contract(s).
4. The 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”), United States Environmental Protection Agency (“EPA”), and Virginia Department of Environmental 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 and Accessories for Fire Apparatus, Fire Medic Apparatus, and Miscellaneous Fire Apparatus:
 - a) All parts furnished under this contract shall be OEM authorized or County approved parts. The use of aftermarket parts is strictly prohibited without prior written consent by the County.

- b) All shipping and delivery costs must be included in the price of product. No additional fees will be accepted. Any Special-Order parts, that include expedited shipping charges, must be approved in advance by County authorized representatives.
- c) Bidders shall submit with their bid the applicable current Manufacturer's Suggested Retail Price (MSRP) List. 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 supplied under this contract will not void existing vehicle/equipment or manufacture's warranties.
- e) The Successful Bidder(s) shall provide a point of contact for receiving orders from the County. A Central Automotive Maintenance (CAM) representative will contact the Successful Bidder(s) by e-mail, fax, or telephone to place an order for parts or repairs. The request will include vehicle description, repairs requested, and any other information as applicable.
- 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(s) must provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- g) Any custom fabricated or non-MSRP parts, materials, or components approved by County, including but not limited to metalwork, bodywork, and framework, shall be reimbursed at cost to the Successful Bidder.

2. Certified Repairs to Fire Apparatus, Fire Medic Apparatus, and Miscellaneous Fire Apparatus:

- a) Bidders shall include a letter of authorization or certification from the manufacturer allowing distribution of OEM parts and performing proprietary work on applicable vehicles. All technicians performing work on County vehicles shall be qualified for the work intended and have the appropriate ASE and/or Manufacturer certifications.
- b) All professional mechanical services shall be performed by the Successful Bidder(s) in a manner which maintains the integrity of the original design and operation of the County's equipment. Professional workmanship shall be necessary for complex repair work; including, but not limited to, electrical repairs, drivetrain repairs, fire pump repairs, suspension and steering repairs, brake repairs including antilock systems and supplemental restraint and stability control systems.
- 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 vehicles. Any work deemed not acceptable will be corrected by the Successful Bidder(s) 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 vehicles 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 Bidders' property.
- f) Once the vehicle has been delivered by the County to Successful Bidder(s) location, the Successful Bidder(s) shall complete a diagnosis of problem(s) and include a summary of requirements, along with estimate of all costs and scheduled work plan.
- g) When requested, the Successful Bidder(s) shall submit cost estimates to CAM for review and approval before any work is performed. Written estimates are required for any repairs estimated to exceed \$7,500.00. Estimates for repairs between \$1,000.00 and \$7,500.00 must be submitted via email. Successful Bidder(s) are authorized to proceed with work, estimated to be less than \$1,000.00, immediately upon receipt of the vehicle. 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) If, during vehicle repair, additional repairs are identified as needing to be done, the Successful Bidder(s) shall obtain written permission from the County prior to any additional work being completed. If the Successful Bidder(s) fails to do so, any additional work will not be paid for by the County. Subsequently, any issues that arise from said situation will be the responsibility of Successful Bidder(s).

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
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 vehicles, the County may request two (2) hour delivery of parts.

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



COMMONWEALTH OF VIRGINIA
County of Henrico

Goods and Services Contract
Contract No. 2358A

This Goods and Services Contract (this "Contract") entered into this 6th day of July 2022, by the County of Henrico, Virginia (the "County") and Laake Enterprises, Inc., a Virginia Stock Corporation, and its successors and assigns (the "Contractor").

SCOPE OF CONTRACT: The Contractor shall furnish all materials, equipment, and labor necessary to provide Genuine Original Equipment Manufacturer ("OEM") Repair Services, Parts, and Vehicle Accessories for Horton Apparatus and Rosenbauer Apparatus to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be in accordance with Appendix A.

CONTRACT TERM: The Contract term shall be for a period of one (1) year beginning July 6, 2022 and ending July 5, 2023. The County may renew the Contract for up to four (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 Goods and Services Contract between the County and Contractor.
2. Invitation for Bid No. 22-2358-5JMH, dated May 25, 2022 (as modified by any addenda).
3. The Contractor's bid dated June 16, 2022.

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

Laake Enterprises, Inc.
7010 Troy Hill Drive
Elkridge, MD 21075

Signature

Doug DeLawter, V.P-Finance
Printed Name and Title

July 6, 2022
Date

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

Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

July 7, 2022
Date

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O =
County of Henrico, Virginia OU = Department of Finance -
Purchasing Division
Date: 2022.07.07 12:28:51 -0400

Approved as to form:

Assistant County Attorney 7/5/2022