



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

DATE:	November 15, 2022
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Automotive Batteries
CONTRACT NUMBER:	1895A
COMMODITY CODE:	060.12
CONTRACT PERIOD:	December 1, 2022 through November 30, 2023
RENEWAL OPTIONS:	1 Renewals remaining, through November 30, 2024
USER DEPARTMENT:	Central Automotive Maintenance
Contact Name:	Mike Arrighi
Phone Number:	804-727-8645
Email Address:	arr@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	N/A
SUPPLIER: Name:	Pasco Battery Warehouse of Virginia, LLC dba Continental Battery
Address:	517 S Washington Hwy
City, State:	Ashland, VA 23005
Contact Name:	J. Thomas
Phone Number:	804-798-3838 Fax: 804-798-3822-
Email address:	Jthomas@pascobatt.com
ORACLE SUPPLIER NUMBER:	401678
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 30
DELIVERY:	48 Hours of County Stock
FOB:	County of Henrico
BUYER: Name:	Justin M. Herbaugh
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. 1895A

Item No.	Manufacturer & Model Number	Unit Price
1.	690MF Deka	\$55.00
2.	526RMF Deka	\$40.00
3.	748MF Deka	\$74.28
4.	1231PMF Deka	\$72.00
5.	1231MF Deka	\$82.92
6.	734MF Deka	\$63.14
7.	786MF Deka	\$53.00
8.	665MF Deka	\$64.46
9.	675MF Deka	\$48.00
10.	778MF Deka	\$62.76
11.	8A8D Deka	\$340.00

Percent Discount off Manufacturer's Current List Price: 60%

A. GENERAL REQUIREMENTS:

1. The Supplier must be an authorized dealer, warehouse retailer, or warehouse distributor in the sale of product(s) requested and shall make deliveries as needed and requested by the department.
2. All parts and supplies shall be delivered to the following locations during the following business hours.

Central Automotive Maintenance – West, 8:00am – 4:30pm.
10301 Woodman Road,
Glen Allen, VA 23060

Central Automotive Maintenance – East, 8:00am – 3:30pm.
440 Dabbs House Road
Henrico, VA 23223
3. The Supplier must maintain stock to ensure immediate and adequate delivery of requested automotive supplies. For the replenishment of County stock: **48 hours** for delivery is acceptable. For the emergency repair of non-operational equipment, the County may request **2 hours** for delivery of parts. In the event this delivery time frame is not met, the County of Henrico reserves the right to obtain the needed battery from another source.
4. All deliveries must include a completed ticket and listed the purchase order number, date, delivered brand, part number and quantity.

B. SPECIFICATIONS:

1. Batteries shall meet or exceed all current OSHA, Federal and State safety requirements and specifications. Batteries shall conform to the standards set forth by the **Battery Council International (BCI)**.
2. All batteries being bid must be new and have been manufactured within one year of the date of delivery. No reconditioned, rebuilt, or factory seconds are acceptable.
3. All batteries supplied shall meet or exceed vehicle/equipment manufacturer specifications and requirements.
4. All batteries shall have the following features:
 - a. Batteries shall be totally maintenance free.
 - b. Batteries shall be of a shock resistant, leak proof design, utilizing rigid, high impact polypropylene case and cover material. Design shall prohibit spillage and spewing of acid from battery during handling, storage, installation and use in and out of vehicles and equipment during service life of the battery.
 - c. Design shall utilize heavy duty features to prolong service life and resist vibration failure, such as plates encapsulating in separator envelopes on three sides to prevent plate shoring.
 - d. Design shall include flame arrestor protection to prevent internal explosion of battery caused by external sources of sparks or flame.
 - e. Battery design shall provide an external method of quick checking for adequate electrolyte reserve level and state of charge for valid testing.
 - f. Cold cranking amps must be verified at 0° Fahrenheit.
 - i. Cold cranking performance rating determined by high rate discharge load amperes of a new, fully charged battery at 0° F can continuously deliver for 30 seconds and maintain terminal voltage equal to or higher than 1.20 volts.
 - g. All batteries delivered shall be clearly marked with the following:
 - i. Embossed, cased and/or with the permanent attachment of an acid resistant machine imprinted label.
 - ii. Manufacturer's name, trademark or trade brand.
 - iii. BCI Group number.
 - iv. Cold Cranking Amperes (CCA)
 - v. Reserve Capacity (RC)
 - vi. Date of Manufacture or Factory date code.
 - vii. Manufacturer/Distributor's part/catalog number.

viii. Individual storage battery cartons, where required by the ICC regulations, shall be legibly machine imprinted on the outside, with the corresponding required information.

h. Upon request, Bidders shall provide the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

i. Brand name or trade name are for reference, and such identification is intended to be descriptive and is not intended to be restrictive or limit competition. Other products will be considered for award if such products are identified and determined substantially equivalent as those designated by the County for its needs. Bids on brands other than those listed are subject to approval based on evaluation.

C. MAINTENANCE:

Batteries shall be wet and fully charged at the time of delivery.

D. WARRANTY, RESTOCKING AND RETURNS:

1. The Supplier shall warrant that all batteries, materials and service performed shall be consistent with the manufacturer's specifications and be free from defects.

2. All batteries shall have a manufacturer's minimum 60 months warranty period. Copies of the manufacturer's standard warranty and Service Period table shall be included in the bid package. The warranties will remain in effect during the contract period.

3. Restocking charges shall not apply to defective, broken or unsealed packaged materials, or if incorrect product is received. The County reserves the right to return any unused item purchased under this contract within (30) days from the date of delivery without a restocking fee.

4. Credit for return items shall be the same price charged as indicated on the original invoice. All credits for items returned by the County must be refunded no later than (30) days after receiving the returned item(s). Credit refunds may be requested in the form of credit memo or check, at the option of the County.

E. BATTERY DISPOSAL:

1. The Supplier shall be responsible for handling and removal of new, used or defective batteries from County maintenance facilities. Batteries shall be removed upon delivery of new replacement batteries. All used and/or new defective batteries shall be removed upon delivery of new replacement batteries on at least a weekly basis.

2. Used or defective batteries will not be allowed to accumulate at County maintenance facilities. Supplier shall be responsible for final disposition of any and all batteries removed from County facilities. These spent and defective batteries will be recycled by an appropriate certified recycling facility, and disposal shall be conducted in strict accordance with all applicable State, Federal and BCI guidelines.

3. The Supplier will issue a signed receipt to the County indicating number, category and description of batteries removed from maintenance facilities and shall provide a "Recycle Manifest" with information related to the final recycling of batteries picked up from the County. The manifest shall be submitted to Central Automotive Maintenance with the billing invoice.
4. All items supplied which require core deposit shall be monitored by the Supplier to ensure proper cores are returned. Core credit is to be issued the same day as received. Any core that is not returned shall be billed at the core price listed on the Bid Response.

F. INVOICING:

Payment shall require the submittal of an itemized invoice which shall include, but not be limited to, the following information. This information may be provided as attachment(s) to the invoice.

1. Purchase order number must appear on all invoices.
2. Invoice date, delivery address, list of supplied parts and the corresponding part numbers, the quantity of parts, price and total cost of materials purchased.
3. Unauthorized invoice charges will not be accepted. Any invoice submitted for payment with questionable charges or missing information will be returned to the Supplier for review and must be resubmitted with an explanation as to the reason for the unauthorized invoice charges.
4. Invoices shall be made to:

County of Henrico
Central Automotive Maintenance
10301 Woodman Road
Glen Allen, VA 23060

G. PRICING:

Upon award, the Supplier shall submit a copy of the manufacturer's current MSRP list or provide access to the electronic MSRP list. Revisions of the MSRP list shall be provided to Central Automotive Maintenance on a semi-annual basis during the contract period.



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

Contract No. 1895A

CONTRACT

This contract ("Contract"), made this 6th day of November, 2019 between the County of Henrico, hereinafter called the "County" and

Pasco Battery Warehouse of Virginia, LLC *(Signature)*

and his, its or their successors, executors, administrators, and assigns, hereinafter called the "Contractor;".

WITNESSETH: That, for the consideration mentioned below, the Contractor promises to do all the work and furnish all the materials, equipment and labor necessary to carry out this Contract in the manner and to the full extent set forth in the Contract Documents (hereinafter defined) to the satisfaction of the County. At all times, the County shall have the right to inspect the Contractor's work performed under this Contract. All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred to below are hereby made part of this Contract as completely as if incorporated herein.

It is agreed that the services to be done under this Contract are to furnish all tools, labor, equipment and supervision necessary to provide Automotive Batteries when needed and requested by the County of Henrico in accordance with: (i) Invitation for Bid #19-1895-7JMH dated August 30, 2019, including the general terms, conditions and requirements therein; (ii) Contractor's Bid dated October 1, 2019; and the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from December 1, 2019 through November 30, 2020 and may be renewed for up to four additional one-year periods in the County's sole discretion. Pricing shall be in accordance with the Price Schedule included as Appendix A.

In consideration of the foregoing, which consideration is acknowledged by the parties to be sufficient and complete for all of the work within the scope of this Contract, the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices or lump prices under the conditions set forth in the Contract Documents.

FIRM: Pasco Battery Warehouse of Virginia
517 S Washington Highway
Ashland, VA 23005

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

BY *(Signature)*

BY *(Signature)*

TITLE Owner

Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

DATE 11-11-2019

DATE 11-13-19