



**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>	Grounds Maintenance Equipment, Parts, and Repair Services
CONTRACT NUMBER:	2531B
COMMODITY CODE:	515.56
CONTRACT PERIOD:	July 1, 2023 through June 30, 2024
RENEWAL OPTIONS:	Four remaining, through June 30, 2028
USER DEPARTMENT:	County/HCPs
Contact Name:	Matthew Butler (Recreation and Parks)
Phone Number:	804-727-8204
Email Address:	But04@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER: Name:	LAND AND COATES INC
Address:	2624 Anderson Highway
City, State:	Powhatan, VA 23139
Contact Name:	Barden Winstead
Phone Number:	804-598-3058
Email address:	BWinstead@landandcoates.com
ORACLE SUPPLIER NUMBER:	24244
BUSINESS CATEGORY:	Small
PAYMENT TERMS:	Net 30
DELIVERY:	Needed and Requested
FOB:	Destination
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. 2351B

LOT	Manufacturer & Category	Discount off MSRP (Equipment)	Discount off MSRP (Parts)	Shop Labor Rate for Certified Repairs
2	Billy Goat	20.00%	5.00%	\$105.00 / hour
4	Briggs & Stratton	6.00%	6.00%	\$105.00 / hour
5	Cub Cadet	0.00%	0.00%	\$105.00 / hour
6	Echo	20.00%	6.00%	\$105.00 / hour
8	Honda – Engines	6.00%	6.00%	\$105.00 / hour
9	Honda – Power Equipment	11.00%	11.00%	\$105.00 / hour
10	Husqvarna	0.00%	0.00%	\$105.00 / hour
11	Hustler Turf Equipment	30.00%	6.00%	\$105.00 / hour
14	Kawasaki – Engines	6.00%	6.00%	\$105.00 / hour
15	Kohler Engines	6.00%	6.00%	\$125.00 / hour
16	Kubota	22.00%	6.00%	\$105.00 / hour
17	Little Wonder	20.00%	0.00%	\$105.00 / hour
21	STIHL	20.00%	22.00%	\$105.00 / hour
23	Toro	30.00%	14.00%	\$105.00 / hour
25	Ventrac	12.00%	10.00%	\$105.00 / hour

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 Bidders, 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 Bidders agrees. The Successful Bidders 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 Bidders 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 Bidders may conduct such notification.

[Scope of Work continues next page]

D. Specifications.

1. Grounds Maintenance Equipment and Parts.

- a. Ground Maintenance Equipment furnished under this contract, including all materials and parts used for the construction of such manufacturing equipment, shall be new. No irregular, imperfect, used, demonstration unit, or second-hand equipment will be accepted.
- b. All parts and materials furnished under this contract shall be OEM authorized parts. **No exceptions. No used, damaged, imperfect, or reconditioned parts will be accepted.**
- c. The Successful Bidders price for equipment and parts must include shipping and delivery costs. **No additional fees (such as shop supplies fees, set-up fees, etc.) will be accepted. Any Special-Order parts, that include expedited shipping charges, must be approved in advance by the County's authorized personnel.**
- d. Bidders shall provide an electronic copy of their current Manufacturer's Suggested Retail Price (MSRP) list(s) prior to award of a contract. The Successful Bidder may also be requested by the County to provide updated MSRP list(s) at any time during the contract period.
- e. Successful Bidders shall warrant that all parts supplied under this contract will not void existing equipment or manufacturer's warranties.
- f. The Successful Bidders shall deliver all orders for parts in their entirety unless arrangements for partial shipments/delivery are made in advance. The Successful Bidders must provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.
- g. This contract does **not** include filters, batteries, or tires.
- h. In the event a Successful Bidder fails to meet the response times, the County reserves the right to secure the required goods and services from other source. Repeated failure to comply with the response time listed may result in termination of the contract.
- i. 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.

2. Repairs to County-Owned Grounds Equipment.

- a. This is a new requirement to establish a term contract with qualified firm(s) to assist the County with grounds maintenance equipment repairs. The Successful Bidder shall supplement when the County's staff is unable to perform needed repairs.
- b. The Successful Bidders' technician(s) shall perform maintenance and repair services in a professional manner which maintains the integrity of the original design and operation of the County's equipment. All work shall be conducted using only the best commercial workmanship practices and OEM parts.

- c. No repairs or maintenance performed under any resultant contract will be considered complete until reviewed and accepted by the County's authorized or designated representatives. The County will remain the sole judge of the acceptability of all work performed on equipment. Any work deemed not acceptable shall be corrected by the Successful Bidders at no cost to the County.
- d. Unless agreed upon on a case-by-case basis, Successful Bidders shall be responsible for pick-up and delivery of equipment requiring repair services. The County will reimburse Successful Bidders at the contracted labor rate, not to exceed one hour per direction. When multiple pieces of equipment are picked up and/or returned, only one fee shall apply.
- e. The Successful Bidders shall have secure and/or gated garage/enclosures to ensure the safekeeping of County property. The Successful Bidders shall be responsible for any damage or loss of County equipment while on the Successful Bidder's property.
- f. The County requires that delivery for equipment repairs be made within forty-five (45) days after receipt of order. If a determination has been made that the repairs cannot be made within the required time frame, the County may request to cancel repairs and seek service elsewhere.
- g. The County may pick up orders from Successful Bidders when it is in the best interest of the County. In these instances, the Successful Bidders shall only release the equipment to the authorized end user of that Department.
- h. The Successful Bidders shall submit cost estimates/quotes/proposals to the County's authorized or designated representatives for review and approval prior to the performance of any work.
- i. Email is the preferred method for receipt and approval of any estimates, quotes, and/ or proposals. The Successful Bidders shall assume all liability and responsibility for work performed without proper authorizations.
- j. The Successful Bidders shall complete all work within the timeframe indicated in the estimate/quote/proposal. Any deviation from the timeframe indicated must be submitted and approved by the County's authorized or designated representatives.
- k. Upon request, Successful Bidders shall provide all parts removed during repair of the unit to the end user for verification purposes. If a core charge is related, the County should be notified on the estimate prior to completion of repairs.

E. General Requirements.

- 1. The Successful Bidders shall be a firm regularly engaged in the sale of ground maintenance equipment, genuine OEM parts and related supplies, and an authorized full-service repair facility for manufacturers listed in section I.B.4. above.

2. Upon request, Bidders may be required to submit a letter of authorization or certification from the manufacturer allowing distribution of OEM parts and performing proprietary work on applicable equipment.
3. Equipment, parts, supplies, and repair services rendered by Successful Bidders shall be done in accordance with to the manufacturer's recommendations and comply with all applicable laws, ordinances, rules, and regulations.
4. The Successful Bidders must be located either within the County of Henrico, or within **thirty-five (35) miles** of Henrico County Western Government Center, 4301 East Parham Road, Henrico, VA 23228 as determined by the shortest **drivable** distance in Google Maps, to accommodate County personnel in timeliness and transporting equipment for repair.
5. The Successful Bidders 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 Bidders shall bear the cost of all fines and legal expenses for not complying with the applicable federal, state, and local laws, ordinances, and regulations.
6. It is the County's expectation that the Successful Bidders 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.).
7. Successful Bidders shall provide a point of contact(s) for receiving orders from the County. County departments shall designate authorized representatives to contact the Successful Bidders by e-mail, fax, or telephone to place an order for parts or repairs. The request will include the requested equipment, part, or part number (if known), repair issue, and delivery requirements.

F. Delivery Requirements.

1. The Successful Bidders shall work with the County's authorized or designated representatives for the purchase of ground maintenance equipment and coordinate/scheduled repair services at a mutually agreed upon day and time.
2. All equipment, parts and supplies shall be delivered, FOB destination, to the end user's requested location during the hours of 8:00am – 4:30pm, unless otherwise agreed upon by both the Successful Bidder and authorized representative.
3. Successful Bidders must maintain adequate stock to ensure immediate delivery of requested grounds maintenance related accessories, parts, and supplies. For the replenishment of County stock: 72 hours, or three business days, is acceptable.

G. Invoicing Requirements.

1. Successful Bidders shall submit comprehensive, itemized invoices for each finalized purchase of ground maintenance equipment, parts, and repair services, to include but not be limited to the following:
 - a. Purchase order number as supplied by the County.
 - b. Copy of initial estimate/quote/proposal for requested repair services.
 - c. If for purchased equipment or parts: manufacturer, detailed name or description of the equipment or parts purchased, part number, quantity, unit price, discount percentage, extended prices, and total invoice amount.
 - d. If for repair services: number of labor hours, contracted labor rates, subtotal of labor cost, part numbers, quantity of parts, detailed description of parts and materials used (if applicable), unit price, discount percentage, extended prices, subtotal cost of parts, and total cost invoice amount.
2. The County will verify all charges on the Successful Bidder's invoices and reserves the right to request additional documentation, return invoice to Successful Bidders for correction, or adjust the invoice for the corrected amount if any questionable charges or unauthorized charges are discovered.
3. Invoices shall be mailed to the address listed at the bottom of the Purchase Order Form. The County shall not be deemed in receipt of an invoice that is not properly addressed.
4. The Successful Bidders may not use the County's good faith dispute of an invoice to ignore other request for service or to refuse to perform other work for the County.

H. Warranty

1. The Successful Bidders warrant that all equipment, accessories, parts, supplies, and repairs provided shall be consistent with the Manufacturer's specifications and shall be free from defects when received and accepted.
2. All **products** provided by the Successful Bidders are warranted to be free from defects for thirty (30) days, or in accordance with the Successful Bidder's warranty terms, whichever is greater. Equipment or parts which are discovered to have defects shall be replaced at no additional cost to the County.
3. Successful Bidders warrants that all **repairs** provided shall be free from defects for ninety (90) days, or in accordance with the Successful Bidder's warranty terms, whichever is greater. If there are repairs to be done during the warranty period, the Successful Bidders shall transport the equipment to their shop and return it to the County's location after the repairs are completed at no cost to the County.