



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

DATE:	August 15, 2022
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Toro Parts
CONTRACT NUMBER:	1887A
COMMODITY CODE:	515.56
CONTRACT PERIOD:	September 1, 2022 through August 31, 2023
RENEWAL OPTIONS:	1 Remaining through August 31, 2024
USER DEPARTMENT:	Recreation & Parks
Contact Name:	Nathan Prokopis
Phone Number:	804-727-8236
Email Address:	Pro46@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Smith Turf and Irrigation LLC (STI)
Address:	2201 Dabney Road
City, State:	Richmond, VA 23230
Contact Name:	Chris Bassett
Phone Number:	800-932-8676
Email address:	chris.bassett@smithturf.com
ORACLE SUPPLIER NUMBER:	23469
BUSINESS CATEGORY:	Small Business
PAYMENT TERMS:	Net 10 th Prox
DELIVERY:	As needed and Requested
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. 1887A

Discount Off Current Manufacturer's List Price for Toro Parts – 10%

A. GENERAL REQUIREMENTS:

1. The Successful Bidder shall be a firm regularly engaged and an authorized dealer in the sale of the product(s) requested and shall make deliveries as needed and requested by the department.
2. The Successful Bidder shall be geographically located within 25 miles of the Recreation and Parks Department, located at 10305 Woodman Road, Glen Allen, VA 23060 to allow for immediate pick up of in-stock items by the Recreation and Parks Department if necessary. Mileage and distance should be verified utilizing <https://www.google.com/maps>.
3. The Successful Bidder must maintain stock to ensure immediate and adequate delivery of requested parts and equipment. Upon request, 72 hours for FOB delivery at no additional freight or shipping expenses to the County is acceptable. Delivery must be made to:

Recreation and Parks Division
10305 Woodman Road
Glen Allen, VA 23060

4. In the event the Successful Bidder fails to meet the response times, the County of Henrico reserves the right to secure the services required from another source. Repeated failure to comply with the response time listed may result in termination of the contract.

B. SPECIFICATIONS:

1. All parts furnished under this contract shall meet or exceed OEM specifications. **Bidders must bid Toro parts.** No substitute. The items specified as "No substitute" are not stated to limit competition but are identified as such as Henrico County has standardized on these products.
2. Bidders shall indicate Bid Price as a discount off current Manufacturer's Suggested List Price (MSRP).
3. Any shipping costs shall be included in the price of the product.
4. The Successful Bidder shall provide all revisions of the MSRP list to Recreation and Parks Division on a semi-annual basis during the contract period.
5. Specific part numbers have been supplied for bid purposes only. Discount off MSRP shall apply to all Manufacturer's parts.
6. All Bidders shall state the return policy of goods on their submitted Bid Form.

C. EQUIPMENT LIST:

Current Henrico Toro equipment includes, but is not limited to, push mowers, walk-behind mowers, Z-masters, Sandpros, Tow-behind blowers, Groundsmasters, Greensmasters, Reelmasters, Workman's, and various attachments for each. Parts needed include, but are not limited to, engine parts (pumps, carburetors, etc.), blades, caster wheels, shields, belts, wiring, bolts, shields, baggers/bagger parts, clutch kits, keys, jackshafts and seats.

This bid does not include filters, batteries or tires.

D. WARRANTY:

1. The Successful Bidder warrants that all parts provided shall meet the Manufacturer's specifications and will be free from defects. Goods which are not as warranted may be returned at the Successful Bidder's expense within 30 days after delivery, for either credit, or for replacement, without additional charge to the County.
2. All warranties, either expressed or implied, which are inherent in products specified shall be applicable to products furnished as the result of this solicitation when bids are submitted. All products must have a minimum Manufacturer's warranty.

E. REFERENCES:

Bidder shall provide a listing of at least 3 recent references for which you have provided this product or service. (See Attachment C)

D. 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. List of supplied materials, part numbers, quantity of parts, discount of MSRP, price, and total cost of materials purchased.
3. Unauthorized invoice charges will not be accepted. Any invoice submitted for payment with questionable charges will be returned to the Successful Bidder for review and must be resubmitted with an explanation as to the reason for the unauthorized charges.
4. Invoices shall be made to:

County of Henrico
Division of Recreation and Parks
P.O. Box 90775
Henrico, VA 23273-0775



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

Contract No. 1887A

CONTRACT

This contract ("Contract"), made this 20th day of August, 2019 between the County of Henrico, hereinafter called the "County" and

SMITH TURF & IRRIGATION, LLC

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 Toro Parts, New, when needed and requested by the County of Henrico in accordance with: (i) Invitation for Bid # 19-1887-7JMH dated July 16, 2019; including the general terms, conditions and requirements therein; (ii) Contractor's Bid dated August 2, 2019; and the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from September 1, 2019 through August 31, 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: SMITH TURF & IRRIGATION, LLC
ADDRESS 2201 Dabney Road
Richmond, VA 23230

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

BY [Signature]
TITLE BUSINESS MANAGER - VIRGINIA

BY [Signature]
Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

DATE 8-20-2019

DATE 8-29-19