## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** July 16, 2025

**SUBJECT:** Sole Source of ABI Ballfield Drag

**PRESENTER:** Bruce Gilliam, Director of Parks & Recreation

**ATTACHMENTS:** Vendor Proposal

Sole Source Letter from Vendor

N.C.G.S. 143-129 (e)(6)

### **SUMMARY OF REQUEST:**

The Board is requested to approve the attached proposal and authorize staff to proceed with the procurement of (1) ABI Force Z23slt via the sole source exceptions as allowed under N.C.G.S 143-129 (e)(6). As a sole source contract with County government, approval of this agreement by the Board of Commissioners is required.

The sole proposal was received from Benchmark Tool and Supply, Inc, the authorized ABI dealer for our service area, for a total pre-tax price of \$38,349.

The funding for this purchase was approved in the FY2026 budget for capital equipment, in the amount of \$38,349.

#### **BOARD ACTION REQUESTED:**

The Board is requested to accept the sole proposal from Benchmark Tool & Supply, Inc and authorize Henderson County staff to proceed with the purchase of (1) ABI Force Z23slt in the amount of \$38,349 using the sole source exceptions as allowed under N.C.G.S 143-129 (e)(6).

### Suggested Motion:

I move the Henderson County Board of Commissioners accept the sole proposal from Benchmark Tool and Supply, Inc and authorize Henderson County staff to proceed with the purchase of (1) ABI Force z23SLT in the amount of \$38,349 using the sole source exception as allowed under N.C.G.S 143-129 (e)(6).



2720 Discovery Drive Raleigh, NC 27616 866-342-7665 BenchmarkSupply.com

# **Quote / Sales Order**

INVOICE NUMBER:	22909
DATE:	6/30/2025
SALES REP:	Josh Glover
PO #	
Terms	Prepaid

#### **Customer Information**

Company Name: Henderson County

Ordered By: Jason Kilgore Phone: 828-817-3226

Bill To:

2720 Discovery Drive Raleigh NC 27616 United States

Email: <u>JKilgore@hendersoncountync.gov</u>

Ship To:

Henderson County Parks and Rec 708 S Grove St, Hendersonville, NC 28792 **United States** 

Description	Quantity	Rate	Amount
10-99144 ABI Force z23slt "Laser Ready" w/Tweels	1	\$32,999.00	\$32,999.00
10-90166 VibraFlex 5800	1	\$899.00	\$899.00
10-99140 7' Pro Finisher (For z23s pivot-lift)	1	\$1,999.00	\$1,999.00
10-99141 7' Fine Finish Broom (For z23s)	1	\$799.00	\$799.00
ABI Machine Freight	1	\$725.00	\$725.00
ABI Machine Prepping & Installation	1	\$928.00	\$928.00

Account / PO#:	Subtotal	\$38,349.00
Credit Card: VISA MASTER CARD AMERICAN EXPRESS	Discount Total	
Credit Card #:	Tax Total	\$0.00
Credit Card Exp. Date:	Shipping Cost	\$0.00
CVC/Zip Code:		
Signature: Date:	Total	\$38,349.00

TERMS OF SALE:
-Orders over \$8,000 require a 10% non-refundable down payment before any product is ordered by Benchmark Tool & Supply, Inc., the remaining invoice balance will be due upon delivery and/or installation.
-Benchmark Tool & Supply, Inc. is responsible for notifying customers that all ordered product has been received by us from our suppliers. Should a customer for any reason not be able to take delivery upon notification, the remaining invoice balance will be due within two weeks of the date on which notification takes place.
-Should invoice balances not be paid in full based on the above terms, Benchmark Tool & Supply, Inc. reserves the right to rescind any product discounts that were offered at the time the order

-Should invoice balances not be paid in full based on the above terms, benchmark 1001 & supply, Inc. reserves the right to rescind any product discounts that were offered at the time the order was placed.

-A 20% restocking fee will be inoviced to customer, if the order is canceled, after the purchase date

-We will issue a refund in the original form of payment for merchandise that is unused & in original packaging within 14 days of purchase. Any defective merchandise can be exchanged within
30 days of purchase. All merchandise returned after 14 days of purchase will have a 20% restocking fee & refund will only be available as store credit. The customer is responsible for return
shipping of any returned products, some exclusions may apply.

ABI Attachments, Inc. 520 S Byrkit Ave Mishawaka, IN 46544 877-788-7253 www.forcebyabi.com



3/19/2025

Please accept this letter as our Assurance and validation that:

**Benchmark Supply** is the exclusive dealer in the states of North Carolina and Virginia for selling the ABI Force Brand which includes the ABI Force Z23, HLT and Saber models along with Force Tow behinds with all attachments and parts manufactured by ABI Attachments in Mishawaka, Indiana.

**Exclusive Dealer: Benchmark Supply** 

Dealer Territory: States of North Carolina and Virginia

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the ABI Force, zero turn vehicle, models..If you desire additional information, please don't hesitate to contact me at (574) 679-7812 at any time or visit our website at <a href="www.ForcebyABI.com">www.ForcebyABI.com</a>. Thank you for your interest in our products.

Patrick Dowling

Sales Manager Force By ABI

(6)

Purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. Notwithstanding any other provision of this section, the governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract.

In the case of purchases by hospitals, in addition to the other exceptions in this subsection, the provisions of this Article shall not apply when: (i) a particular medical item or prosthetic appliance is needed; (ii) a particular product is ordered by an attending physician for his patients; (iii) additional products are needed to complete an ongoing job or task; (iv) products are purchased for "over-the-counter" resale; (v) a particular product is needed or desired for experimental, developmental, or research work; or (vi) equipment is already installed, connected, and in service under a lease or other agreement and the governing body of the hospital determines that the equipment should be purchased. The governing body of a hospital shall keep a record of all purchases made pursuant to this subdivision. These records are subject to public inspection.