

Request for Legislative Action

Res. #20730

Sponsor: Charlie Franklin

Date: August 2, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20730
Sponsor(s):	Charlie Franklin	Legislature Meeting Date:	8/2/2021

Introduction

Action Items: ['Award']

Project/Title:

Awarding a Twelve-Month Term and Supply Contract for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories for Various County Departments to American Equipment Company of Kansas City, KS; under the Term and Conditions of the City of Kansas City Contract No. EV2260-1, an existing government contract.

Request Summary

Various County Departments require a Term and Supply Contract for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories. The using departments have been utilizing the City of Kansas City competitively bid Term and Supply Contract for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories and would like to use this contract for the Twelve-Month Extension authorized by the City of Kansas City.

Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve-Month Term and Supply Contract for the furnishing of Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories to American Equipment Company of Kansas City, KS under the Terms and Conditions of the City of Kansas City Contract No. EV2260-1, a competitively bid government contract due to the higher volume discounts offered to larger government entities.

This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount.

Annual Estimated Usage: \$30,000

Contact Information

Department:	Finance	Submitted Date:	7/19/2021
Name:	Katelyn W. Edgar	Email:	KEdgar@jacksongov.org
Title:	Buyer	Phone:	816-881-3292

Budget Information

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Amount authorized by this legislation this fiscal year:		\$ 0	
Amount previously authorized this fiscal year:		\$ 0	
Total amount authorized after this legislative action:		\$	
Is it transferring fund?		No	
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

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Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
19280	October 17, 2016

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order. 	

Request for Legislative Action

History

Katelyn W. Edgar at 7/19/2021 2:35:00 PM - [Submitted |]
Department Director: Bob Crutsinger at 7/19/2021 3:13:59 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/21/2021 9:50:05 AM - [Approved |]
Compliance: Katie M. Bartle at 7/21/2021 10:56:18 AM - [Approved | eRLA 170]
Finance (Budget): Mark Lang at 7/21/2021 11:33:52 AM - [Approved | Term & Supply; no fiscal note is required.]
Executive: Sylvya Stevenson at 7/21/2021 11:55:10 AM - [Approved |]
Legal: Elizabeth Freeland at 7/29/2021 9:43:02 AM - [Approved |]



MODIFICATION OF CONTRACT

1. Modification No.: 5 Effective Date: 08--01-21	2. Contract No.: EV2260-1 Effective Date: 08-01-16
3. Sr. Procurement Officer: Ronnell E. Simpson Sr Telephone Number: (816) 513-1165	5. Supplier – Name and Address J&D EQUIPMENT INC AMERICAN EQUIPMENT COMPANY ATTN: RYAN KEITH 3250 HARVESTER ROAD KANSAS CITY, KANSAS 68115
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	
6. SPECIAL INSTRUCTIONS: Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.	

7. Description of Modification

Fabrication Installation and Repair of New and Existing Truck Equipment and Accessories

Contract **EV2260-1** is renewed for one (1) year, at the current pricing level. August 1, 2021 to July 31, 2022, by exercising the Fifth of five successive options to renew, the authority for which is contained in paragraph. 3, Special Instructions and Conditions.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083. <http://www.kcmo.org>

All other Terms and Conditions of Contract **EV2260-1** remain unchanged.

8. City of Kansas City, Missouri

By: **Ronnell E. Simpson, Sr.**

Ronnell E. Simpson, Sr.
Sr. Procurement Officer

This Day: **January 23, 2020**



General Services Department

Procurement Services Division

1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793

(816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

The City of Kansas City, Missouri, by authority of the Manager of Procurement Services, does hereby accept, with modifications if any, the following bid:

SUPPLIER: American Equipment Company
(referred to hereafter as the "Supplier")

MBE/WBE GOALS: N/A

CONTRACT NO.: EV2260 -1

EFFECTIVE DATES: From 08-01-16 to 07-31-17

DESCRIPTION: Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

A copy of the Supplier's signed bid is attached; and items not awarded, if any, have been deleted. This bid with INSTRUCTIONS AND CONDITIONS and any ADDENDA is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Supplier shall make delivery pursuant to order of the Manager of Procurement Services, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of NONE REQUIRED for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, INSTRUCTIONS AND CONDITIONS.

The Manager of Procurement Services for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Manager shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Supplier and the sureties on said bond shall be liable.

The Contract incorporates the following:

BID NUMBER: EV2260 NO. OF PAGES: 1 THRU 19
CLOSING DATE: 07/14/2016 APPENDICES NO.: N/A
ATTACHMENT: INSTRUCTIONS AND CONDITIONS, PAGES A-1 thru A-7

Prepared By: Ronnell E. Simpson Sr

Signature of Ronnell E. Simpson Sr, Senior Procurement Officer
Signature of Renee Medlin, Procurement Manager

Approved By: Renee Medlin

This Day of July 18, 2016



SPECIFICATIONS

Fabrication, Installation and Repair of New and Existing Truck-Mounted Equipment and Accessories

1. SERVICE CALLS

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. If the supplier should have the inability to perform during certain times, those exceptions must be clearly defined and submitted prior to contract acceptance

2. REPAIR ORDERS

2.1 Authorization of Work

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Supplier's risk and expense.

2.2 Repair Cost Estimates

2.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to-the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

2.2.2 Repair estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

2.2.3 Repair estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Supplier will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

2.2.4 Labor hour costs will be at the rate shown in this contract or lower

2.2.5 Formal cost estimating will be waived for emergency road services. The Supplier shall work the emergency call per the attached pricing schedule. It is expected that the Supplier shall contact the responsible City supervisor with a courtesy/informal synopsis of damages and verbal estimated costing prior to commencing repairs. The City shall use emergency services only as necessary to make the affected equipment transportable, to facilitate permanent repairs in a shop setting.



- 2.2.6 Any submitted invoicing related to repair of existing equipment must reference the City's job-assigned OWA (Outside Work Authorization) number.

2.3 New equipment orders

- 2.3.1 New equipment builds shall be awarded taking into account product line, lead time, past Supplier performance and quote pricing. It will be the sole discretion of the of the City's Fleet Services Division to determine which Supplier best serves the particular need the equipment will fill.
- 2.3.2 The City shall provide the Supplier with anticipated unit quantity at the time of quote request to facilitate volume pricing quotations.
- 2.3.3 Equipment quotes submitted to the City in response to these requests shall be firm and fixed per this contract, and shall reference this contract.
- 2.3.4 Parts and components used in the upfit shall be priced on a "cost +" percentage as disclosed on the following schedule.
- 2.3.5 Upfit labor shall be priced as disclosed on the following schedule.
- 2.3.6 Submitted quotes will include component and labor pricing disclosure. Ad Valorem charges (nuts, bolts, wire, assembly lube, spray-paint, misc. wiring, & other small parts), shall be disclosed as a **SHOP CHARGE** line item on the quote

2.4 Stop Work Orders

- 2.4.1 The City reserves the right to order, in writing, that all work cease on the work order.
- 2.4.2 The City will be obligated only for work performed up to the issuance of the stop work order.

3. **REPAIR ORDER/INVOICE PAYMENT**

- 3.1 A fully itemized work order and/or delivery receipt will be submitted to the department at the time delivery. It will contain detailed labor hours, (per repair line) price list of parts used, repair comments and other costs.
- 3.2 The vendor shall submit a courtesy invoice for all warrantable and 3rd party payable invoices. The invoice will clearly state \$0.00 balance and define the scope of work and repair performed so that we may track the repair.
- 3.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.



3.3 Invoices submitted for payment will reference and have attached a copy of the work order or purchase order, as applicable.

3.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

4. **WARRANTY**

The Vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the Vendor. For the City to be in compliance with state law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

5. **GUARANTEE**

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.



CITY OF KANSAS CITY, MISSOURI

PROCUREMENT SERVICES DIVISION
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 FAX (816) 513-1156

Table with 4 columns: CLASS/ITEM CODES(S), ITEM NO., ITEM AND SPECIFICATION, and a pricing column. It lists 10 items related to vehicle repair and maintenance pricing, including labor rates, shop charges, and discounts.



SUPPLIER INFORMATION

1. OTHER ITEM DISCOUNTS

Please state the City contract discount from the Manufacturer's Current Price List.

Percentage Discount: varies % Varies between manufactures and some don't offer List Pricing.

2. HOURS OF OPERATION AND LOCATION

Monday through Friday 7:00 a.m. to 5:00 p.m.

Holidays and Weekends varies a.m. to varies p.m.

Contact Name Ryan Keith

Telephone Number 913-342-1450

Cell Phone Number 816-507-8068

Address of Service Location(s) 3250 Harvester Rd
Kansas City, KS 66115

3. DELIVERY SERVICES

Indicate advance notice required prior to delivery: 24 Hours

State normal delivery schedule: 8:00am - 3:00pm

State minimum order value to qualify for free delivery: \$ 500.00

State cost of delivery if less than minimum order value: \$ varies

Jackson County, Missouri

AFFIDAVIT

STATE OF Kansas)
COUNTY OF Wyandotte) SS.

Ryan Keith of the City of Kansas City
County of Wyandotte State of Kansas being duly sworn on her or his oath, deposes and says;

1. That I am the Vice President (Title of Affiant) of American Equipment Co. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

American Equipment Co (Name of Bidder)
By: Ryan Keith (Signature of Affiant)
Vice President (Title of Affiant)

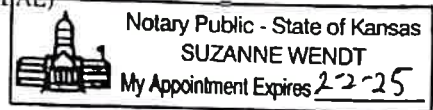
Subscribed and sworn to before me this 19th day of July, 2021

Suzanne Wendt

NOTARY PUBLIC in and for the County of Wyandotte (SEAL)

State of Kansas

My Commission Expires: 2-2-2025



Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

J & D Equipment Inc dba American Equipment Co
3250 Harvester Rd
Kansas City, KS 66115
2020 Certificate: 20201211VWC284

Issued: 2020-12-11
Expires: 2021-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org