



# Jackson County, Missouri

## Request for Legislative Action

**REQUESTED MEETING DATE:** 03/04/2024 **SPONSOR:** Charlie Franklin

*To be completed by the County Counselor's Office:*

**NUMBER:** 21571 **ASSIGNED MEETING DATE:** 03/11/2024

**STAFF CONTACT:** Dianne L. Kimzey **PHONE:** 816-503-4825

**EMAIL:** DKimzey@jacksongov.org

**DEPARTMENT:** Parks + Rec Department

**TITLE:** A RESOLUTION awarding a contract for the purchase of eight pontoon boats for use by the Parks + Rec Department to LSK Lebanon, Inc., of Lebanon, MO, under the terms and conditions of State of Missouri Contract No. CC232078005, an existing competitively bid government contract, at a cost to the County in the amount of \$267,232.00.

### SUMMARY:

The Parks + Rec Department is requesting the purchase of eight pontoon boats for use in its rental operations at Blue Springs Marina, Jacomo Marina, and Longview Marina at a total cost of \$267,232.00.

LSK Lebanon's proposal is at a discounted price from the regular sales price.

Pursuant to Section 1030.4 of the Jackson County Code, the Parks + Rec Department recommends the purchase of the replacement pontoons under the terms and conditions of State of Missouri Contract No. CC232078005, an existing competitively bid government contract. As noted above, LSK Lebanon Inc. provided the Price Quote Request Form as required by the contract.

**FINANCIAL IMPACT:** NO ☐

YES ☒

Amount	Fund	Department	Line-Item Detail
<u>\$ 267,232.00</u>	<u>300</u>	<u>1653</u>	<u>58165</u>

**ACTION NEEDED:** AWARD A CONTRACT

**ATTACHMENT(S):** Fiscal Note 1251 - Parks + Rec  
State Contract #CC232078005  
LSK Quote dated 2.6.2024  
LSK Affidavit

This expenditure was included in the Annual Budget.

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21573

1251

Not to Exceed

\$ 267,232

\$ 267,232

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# LSK Discount Marine

## Lebanon Suzuki Kawasaki

### Bill of Sale

Date 2 / 6 / 2024

LSK  
Lebanon Suzuki-Kawasaki, INC  
801 N Jefferson  
Lebanon, MO 64536  
417-888-3550 - 417-888-4135 FAX

Sold To JACKSON COUNTY MISSOURI  
Address 415 E 12TH ST ROOM G-1  
City Kansas City State MO  
Zip Code 64106  
Phone (816)503-4893  
e-mail agunzel@jacksongov.org

Motorcycle - ATV - Utility  
New/Used  
Make FLAGSHIP PONTOON  
Model E 22 CU Cruise  
Serial #  
Year 2024 Unit Price 29,204.00

Boat - Motor - Trailer  
New/Used  
Make Suzuki Marine  
Model DF25ATL  
Serial #  
Year Unit Price 4,200.00

Boat - Motor - Trailer  
New/Used  
Make  
Model  
Serial #  
Year Unit Price

Boat - Motor - Trailer  
New/Used  
Make  
Model  
Serial #  
Year Unit Price

- Total Unit Price - 33,404.00

Government fees, document fees, lien fees, etc Price 0.00

I have been offered the extended warranty and I decline

☐ GAP Insurance

☐ Check ups are NOT covered under warranty. There is a charge.

☐ First check up due at 600 miles or 6 weeks for bikes without speedometers or after 3 tanks of fuel on mules or ATVs.

☐ Pricing on this bill of sale includes any and all rebates, cash back promos or any other special offers.

Received By

Options  
9 Gallon Fuel Tank  
Engine Battery and Fire Extinguisher  
Delivered to K.C. Area

Multiple Unit Purchase Price

Total Options

Trade In Information  
Year  
Make  
Model  
Serial # Unit Price

Trade In Information  
Year  
Make  
Model  
Serial # Unit Price

Trade In Information  
Year  
Make  
Model  
Serial # Unit Price

Total Trade In Credit < >

Total Sale Price 33,404.00

Trade In Credit  
Amount Due 33,404.00

Deposit  
All Deposits Non-Refundable  
Remaining Balance 33,404.00

All used Motorcycles or Marine Equipment sold "AS IS"  
No warranty other than manufacturers warranty is expressed or implied unless written hereon.



**AFFIDAVIT**

STATE OF Missouri )  
 ) SS.  
COUNTY OF Dallas )

Wayne Crosby of the City of Lebanon  
County of Laclede State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of LS Lebanon, Inc (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, 2023 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.

LS Lebanon, Inc (Name of Bidder)  
By: [Signature] (Signature of Affiant)  
President (Title of Affiant)

Subscribed and sworn to before me this 16th day of Feb, 2024

Cindy S. Moore  
NOTARY PUBLIC in and for the County of Dallas Co (SEAL)

State of Missouri

My Commission Expires: 12-22-25



## **2. SCOPE OF WORK**

*This section of the RFP includes the scope of work and provisions that shall govern the contract after RFP award. The contents of this section includes mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment.*

### **2.1 General Requirements:**

- 2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for boats and boat trailers for various state agencies throughout the State of Missouri. The contractor shall understand and agree that the purpose of the contract is to obtain a supply of boats and boat trailers on an as needed, when needed basis and the contractor shall conduct all contract responsibilities consistent with this purpose.
- 2.1.2 The contractor must provide the boats and boat trailers for the brands they've indicated in their RFP response and were awarded as a result of soliciting RFPC30034902302078. Brand substitutions will not be acceptable.
- 2.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide boats and boat trailers as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 2.1.4 For the purposes of the contract, the terms "vendor" and "contractor" shall be interpreted to mean the same.
- 2.1.5 For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

### **2.2 Qualified Vendor List Utilization and Requirements:**

- 2.2.1 In order to mitigate the state agency's risk of inadequate supply of boats and boat trailers, the awarded QVL contractors shall serve as the primary market supply channel for various state agencies throughout the State of Missouri for boats and boat trailers in accordance with the provisions and requirements stated herein.
  - a. The QVL contractor must only quote and supply those specifically awarded brands that have been approved by the Division of Purchasing's Notice of Contract Award or by a properly executed contract amendment, issued by the Division of Purchasing.
- 2.2.2 If the QVL contractor is later able to source other brands from the RFP that they did not originally bid, the QVL contractor may request to be added as a supplier of the additional brand by submitting a written request to the Division of Purchasing. If the request is approved by the state agency and the Division of Purchasing, a formal contract amendment will be issued by the Division of Purchasing in order to authorize the QVL contractor to quote and supply additional brands in addition to those brands originally accepted at time of contract award.
- 2.2.3 Likewise, as the QVL contractor determines that their ability to source a brand they originally bid has significantly decreased, QVL contractors may request to be removed from that brand by submitting a written request to the Division of Purchasing. If the request is approved by the state agency and the Division of Purchasing, a formal contract amendment will be issued by the Division of Purchasing in order to remove

the QVL contractor's authorization and obligation to quote and supply the brand from the list of those originally accepted at time of contract award.

## 2.3 Quote Request Requirements:

- 2.3.1 Throughout the contract period and as a state agency has needs for boats and boat trailers that fall within the brands specified in the RFP, the state agency will contact the applicable QVL contractors to obtain firm, fixed price quotes for the boats and boat trailers the state agency desires to purchase at that time. The state agency will evaluate the quotes received and issue purchase orders based on which QVL contractor is determined as the lowest price quote for each boat and boat trailer using the criteria listed in section 2.4.
- a. The QVL contractor shall only be authorized to quote on boats and boat trailers in a quote request that falls within the brands for which their Notice of Award indicated acceptance.
  - b. The state agency may award the quote request by item unless otherwise specified in the quote request.
- 2.3.2 The QVL contractor shall understand and agree that all terms and conditions of the contract shall apply to all quotes for products under the contract.
- 2.3.3 The QVL contractors who were awarded specific brands (for which the state agency is needing quotes) will be contacted by the state agency via email with the line item(s) (which represent the brands) and the quantities needed for that specific purchase. The QVL contractor shall provide pricing for the requested item(s) by the deadline specified by the state agency in order for the QVL contractor's quoted firm, fixed price to be considered. If awarded the quote, the firm, fixed price quoted for the specific purchase shall be contractually binding with the QVL contractor for that specific order placement and fulfillment.
- a. **Pricing:** The QVL contractors shall price the specific item(s) based on the requested firm quantity, unit of measure, delivery, and any additional specifications identified in the quote request. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
    - 1) All pricing shall include all packing, handling, shipping, and freight charges **FOB Destination, Freight Prepaid and Allowed**. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping.
  - b. In accordance with the Buy American Act, the QVL contractor must provide proof of compliance with section 34.353, RSMo. Therefore, the state agency will request the QVL contractor to complete and return **Attachment 1**, Domestic Product Procurement Act (Buy American) Preference, certifying proof of compliance. This document must be thoroughly completed for each price quote.
- 2.3.4 The State of Missouri reserves the right to cancel the contract of a QVL contractor who consistently fails to respond to a state agency's requests for quotes, responds to the state agency's request for quotes but withdraws their pricing prior to an order being placed, or fails to provide product at the price provided in the quote.
- 2.3.5 The QVL contractor shall understand that each quote response submitted shall be considered an open record unless otherwise exempt pursuant to the provisions of the State of Missouri Revised Statutes, specifically section 610.021-022, RSMo, and other provisions as may be applicable. The QVL contractor should **NOT** include confidential material with their quote response.

## 2.4 Quote Request Evaluation:

- 2.4.1 The quote shall be awarded to lowest and best QVL contractor defined herein as the specification-compliant QVL contractor who scores the highest number of evaluation points considering:
- a. Cost, including the Missouri Domestic Products Procurement Act preference,

- b. Bonus Preference Points earned for the Organization for the Blind/Sheltered Workshop preference and the Missouri Service-Disabled Veteran Enterprise preference points in the QVL contractor's awarded proposal.

2.4.2 **Evaluation of Cost** – For each item quoted, the state agency shall determine the lowest priced QVL contractor **per line item** by performing a cost evaluation in the following manner:

- 1) The firm, fixed unit price submitted for each item shall be multiplied by the respective requested firm quantity stated in the request for quote to determine the total cost per item plus any application of the Domestic Product Act (Buy American) Preference as detailed below.
  - a. Domestic Products Procurement Act - In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the QVL contractor is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
    - QVL contractors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over QVL contractors whose products do not qualify.
    - The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.
    - If the QVL contractor claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a purchase order.
    - If the lowest priced QVL contractor qualifies as American-made or in the event all of the QVL contractors or none of the QVL contractors qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced QVL contractor does not qualify for the Buy American Preference but other QVL contractors do qualify, then the low QVL contractor's price(s) is increased by 10% for those items not eligible for the Buy American Preference.
    - If any products and/or services offered are being manufactured or performed at sites outside the United States, the QVL contractor MUST disclose such fact and provide details with the solicitation.
- 2) Upon determination of each QVL contractor's total cost for the specified item, cost points shall be computed from the results of the calculation stated below using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive QVL Contractor's Price}}{\text{Compared QVL Contractor's Price}} \times \frac{\text{Maximum Cost Points (200 points)}}{1} = \text{Assigned Cost points}$$

- 3) For those QVL contractors awarded bonus preference points during the evaluation of RFPC3003492302078, such bonus preference points shall be added to the QVL contractor's cost evaluation points. The QVL contractor that meets the state agency's minimum with the most points after totaling the cost evaluation points with the bonus preference points will be considered the lowest and best QVL contractor.

- 4) In the event all quote responses fail to meet the state agency's needs, the state agency may reject all responses and cancel the request for quote.

2.4.3 **Determination of Specification Compliance:** Upon determination of the highest scoring vendor considering cost (as explained above) and the addition of preference points for Organization for the Blind/Sheltered Workshop participation and Missouri Service Disabled Veteran Enterprise participation earned in the QVL contractor's awarded proposal, the state agency shall determine whether such quote response meets the minimum requirements as stated in the RFP portion of the contract and the state agency's individual request for quote. In making the specification compliance determination, the state reserves the right to consider the QVL contractor's quote response, any product sheets, and to request and consider samples.

2.4.4 The state agency will document their evaluation justification regarding their award determination of the "lowest and best" quote at the time the quote is awarded.

2.4.5 The state agency will inform all responding QVL contractors of the outcome of the award. Award of the quote, unless otherwise specified, is not authorization to proceed with shipment of products. The state agency must provide authorization to proceed through issuance of a purchase order or specific written authorization to ship.

## **2.5 Purchase Order Requirements by State Agency:**

2.5.1 The state agency should purchase the items specified in the awarded price quote from the awarded QVL contractor (as determined by section 2.4).

- a. If the QVL contractor cannot provide the awarded items in the price quote, the QVL contractor may be considered in breach of contract and subject to the remedies specified herein.
- b. The state agency shall document each instance of the QVL contractor's inability to provide the awarded items as required. If the QVL contractor continually or consistently is unable to provide the awarded items as required, the Division of Purchasing may elect to cancel the applicable QVL contractor's contract.
- c. If the QVL contractor cannot fulfill the price quote awarded then, the state agency reserves the right to use the next highest scoring QVL contractor (as determined in accordance with section 2.4). The state agency must get prior approval from the Division of Purchasing before using the next highest scoring QVL contractor.

2.5.2 Orders for any awarded item(s) not delivered by the delivery date stated in the request for quote may be cancelled at no cost to the State of Missouri. The state reserves the right to purchase such item(s) elsewhere if deemed necessary. Any additional costs incurred by the state as a result of the QVL contractor's failure to deliver may be the responsibility of the QVL contractor.

2.5.3 Due to fluctuating needs, the State of Missouri reserves the right to change the required quantity of the items specified herein or to cancel such item(s) in its entirety if necessary. In the event of such a change and/or cancellation of an item(s), the QVL contractor will be notified.

## **2.6 General Requirements:**

2.6.1 **Substitutions:** The QVL contractor shall not substitute any item(s) that has been awarded to the QVL contractor during the quote process without the prior written approval of the state agency. In addition, contractors shall not substitute a brand for a brand. However, contractors may offer a product of the same brand of similar product, style, price, etc. In the event it has been determined that another brand would be the only feasible resource, the state agency must reissue the request for quote to all contractors that have been awarded the feasible brand.