

**REQUEST FOR LEGISLATIVE ACTION**

Completed by County Counselor's Office:  
 Res/~~Ord~~ No.: 18625  
 Sponsor(s): Fred Arbanas  
 Date: October 6, 2014

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the transfer of \$169,930 within the 2014 Park Fund for the Parks + Rec Department and authorizing the Purchase of a 15 Foot John Deere Mower from Lawn and Leisure of Lee's Summit, Missouri under the Terms and Conditions of MARC Contract No. TX HGAC GR01-12, an existing government contract; the Purchase of Two WAM Mowers from Professional Turf Products of Lenexa, Kansas under the Terms and Conditions of National IPA Contract No. 120535, an existing government contract; and the Purchase of Two Trucks from Dick Smith Ford of Raytown, Missouri under the Terms and Conditions of MACPP Joint Vehicle Bid No. 251-14; an existing government contract.</u></p>																		
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$169,929.20</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$169,929.20</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td colspan="2">Source of funding (name of fund) and account code number:</td> </tr> <tr> <td>From: 003-1602-5010, Park, Park Operations, Regular Salaries To: 003-1602-8110 Park, Park Operations, Heavy Machinery &amp; Equipment</td> <td style="text-align: right; vertical-align: bottom;">\$101,032.00</td> </tr> <tr> <td>From: 003-1605-5010, Park, Park Safety/Interpretation, Regular Salaries To: 003-1602-8110 Park, Park Operations, Heavy Machinery &amp; Equipment</td> <td style="text-align: right; vertical-align: bottom;">\$ 15,595.02</td> </tr> <tr> <td>From: 003-1614-5010, Park, Equipment Service Center, Regular Salaries To: 003-1602-8130 Park, Park Operations, Truck</td> <td style="text-align: right; vertical-align: bottom;"><u>\$ 53,302.00</u></td> </tr> <tr> <td style="text-align: right;"><b>Total</b></td> <td style="text-align: right;"><b>\$169,929.20</b></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:    Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____    Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$169,929.20	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$169,929.20	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number:		From: 003-1602-5010, Park, Park Operations, Regular Salaries To: 003-1602-8110 Park, Park Operations, Heavy Machinery & Equipment	\$101,032.00	From: 003-1605-5010, Park, Park Safety/Interpretation, Regular Salaries To: 003-1602-8110 Park, Park Operations, Heavy Machinery & Equipment	\$ 15,595.02	From: 003-1614-5010, Park, Equipment Service Center, Regular Salaries To: 003-1602-8130 Park, Park Operations, Truck	<u>\$ 53,302.00</u>	<b>Total</b>	<b>\$169,929.20</b>
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): N/A          Prior resolutions and (date): N/A</p>																		
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Anessa Culbertson, Senior Buyer, 881-3465</p>																		
<b>REQUEST SUMMARY</b>	<p>The Parks + Rec Department requires the purchases of Three Mowers and a Two Trucks using the following vendors from other government contracts:</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"><u>Vendor</u></td> <td style="width:50%; border: none;"><u>Contact Number</u></td> </tr> <tr> <td style="border: none;">Lawn and Leisure, Lee's Summit, MO</td> <td style="border: none;">TX HGAC FR01-12</td> </tr> <tr> <td style="border: none;">Professional Turf Products, Lenexa, KS</td> <td style="border: none;">National IPA Contract No. 120535</td> </tr> <tr> <td style="border: none;">Dick Smith Ford, Raytown, MO</td> <td style="border: none;">MACPP Joint Vehicle Bid No. 251-14</td> </tr> </table> <p>Pursuant to 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the Purchase of a 15 foot John Deere Mower to Lawn and Leisure of Lee's Summit, Missouri under the Terms and Conditions of MARC Contract No. TX HGAC FR01-12, an existing government contract, the Purchase of Two WAM Mowers from Professional Turf Products of Lenexa, KS under the Terms and Conditions of National IPA</p>	<u>Vendor</u>	<u>Contact Number</u>	Lawn and Leisure, Lee's Summit, MO	TX HGAC FR01-12	Professional Turf Products, Lenexa, KS	National IPA Contract No. 120535	Dick Smith Ford, Raytown, MO	MACPP Joint Vehicle Bid No. 251-14										
<u>Vendor</u>	<u>Contact Number</u>																		
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Professional Turf Products, Lenexa, KS	National IPA Contract No. 120535																		
Dick Smith Ford, Raytown, MO	MACPP Joint Vehicle Bid No. 251-14																		

	<p>Contract No. 120535, an existing government contract; and the Purchase of Two Trucks from Dick Smith Ford of Raytown, MO under the Terms and Conditions of MACPP Joint Vehicle Bid No. 251-14; an existing government contract.</p> <p>The Director of Finance and Purchasing also request the transfer of \$169,929.20 within the Park fund in the Parks + Rec Department.</p> <table data-bbox="331 310 1528 405"> <tr> <td>Park, Park Operations, Reg Salaries to Park, Park Operations, Heavy Mach &amp; Equip</td> <td>\$101,032.00</td> </tr> <tr> <td>Park, Park Safety/Interpretation, Reg Salary to Park, Park Ops, Heavy Mach &amp; Equip</td> <td>\$ 15,595.02</td> </tr> <tr> <td>Park, Equipment Service Center, Reg Salary to Park, Park Operations, Truck</td> <td>\$ 53,302.00</td> </tr> </table>	Park, Park Operations, Reg Salaries to Park, Park Operations, Heavy Mach & Equip	\$101,032.00	Park, Park Safety/Interpretation, Reg Salary to Park, Park Ops, Heavy Mach & Equip	\$ 15,595.02	Park, Equipment Service Center, Reg Salary to Park, Park Operations, Truck	\$ 53,302.00		
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CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)								
ATTACHMENTS	Quotes from Lawn and Leisure and Professional Turf Products. Texas Contract No. TX HGAC GR01-12, National IPA Contract No. 120535 and quote from Dick Smith Ford under the MACPP Joint Vehicle Bid.								
REVIEW	<table border="1"> <tr> <td data-bbox="331 621 1268 684">Department Director: <i>Deanne Kenney</i></td> <td data-bbox="1268 621 1554 684">Date: 10-3-14</td> </tr> <tr> <td data-bbox="331 684 1268 747">Finance (Budget Approval): If applicable, <i>Heberian A. Ball</i></td> <td data-bbox="1268 684 1554 747">Date: 10-3-14</td> </tr> <tr> <td data-bbox="331 747 1268 810">Division Manager: <i>[Signature]</i></td> <td data-bbox="1268 747 1554 810">Date: 10/4/14</td> </tr> <tr> <td data-bbox="331 810 1268 871">County Counselor's Office:</td> <td data-bbox="1268 810 1554 871">Date:</td> </tr> </table>	Department Director: <i>Deanne Kenney</i>	Date: 10-3-14	Finance (Budget Approval): If applicable, <i>Heberian A. Ball</i>	Date: 10-3-14	Division Manager: <i>[Signature]</i>	Date: 10/4/14	County Counselor's Office:	Date:
Department Director: <i>Deanne Kenney</i>	Date: 10-3-14								
Finance (Budget Approval): If applicable, <i>Heberian A. Ball</i>	Date: 10-3-14								
Division Manager: <i>[Signature]</i>	Date: 10/4/14								
County Counselor's Office:	Date:								

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.





**CITY OF INDEPENDENCE, MISSOURI  
NOTICE OF AWARD**

**Res. 18625**

**Vehicles – 2014 Model 251-14-7**

**Date:** October 24, 2013

**Phone:** 816-353-1495

**Vendor:** 24462

Dick Smith Ford  
9505 E 350 Highway  
Raytown, MO 64133

**Fax:** 816-358-4406

**E-Mail:** [glofton@dicksmithford.com](mailto:glofton@dicksmithford.com)

**Contact:** Greg Lofton

**Title:** Fleet Manager

**Price Agreement Period:** October 25, 2013 — October 31, 2014

**Renewal Options:** Two, one-year options remain.

**Status of Certificates:** *Please remember to keep your certificates current*

**Insurance** N/A

**Occupation License** N/A

**Vehicle Item Numbers:** 1, 2, 3, 4, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35, 37, 39, 41, 42, 44

(Vehicles Model Year 2014) Mid-America Council of Public Procurement Joint Bid.

**F.O.B: 1 Vehicle: \$0.70/mile over 25 miles**

**3 or more vehicles: \$0.10/mile over 25 miles**

Detailed Specifications are located at:

<http://www.ci.independence.mo.us/UserDocs/Finance/Purchasing/Bids/Bid-Zip-ITB-251-14.zip>

**Tom Conrow, Procurement Specialist, (816) 325-7092**

10/24/13

**Russell M. Pankey, Purchasing Manager  
Finance Department, Purchasing Division**

**Using Departments:** All Departments  
Cooperative  
File

2014 MACPP BID  
AWARDED TO DICK SMITH FORD

JACKSON COUNTY PARKS & REC  
F350 SRW, 4WD CREW CABS WITH  
LIMITED SLIP REAR AXLE, 6.2L V-8

Res. 18625

Item No. 23

Type: 1-TON PICKUP, CAB "A", 4X2

Model Year 2014

BIDDER MUST COMPLETE  
MFG'S CODE &/OR DESCRIPTION

MEETS SPEC

Mark Yes or No

FEATURE	DESCRIPTION	Model Year 2014		
		Yes	No	
State make & model	C3500, F350, Ram 3500	Y		F350 SRW
Air Bags	Driver & Passenger Side	Y		
Air Conditioning	Factory Installed	Y		
Alternator	95 amp. min. State amp.	Y		
Arm Rests	Right & left sides	Y		
Auxiliary Outlet	12 volt, Factory installed	Y		
Axle-Front	Front: to meet GVW, State	Y		
Axle-Rear	Rear: to meet GVW, State	Y		
Battery	Maint. free, 600 CCA min., state	Y		
Bed	8 foot	Y		8' BED
Brakes	ABS	Y		
Cab "A"	Cab "A" REGULAR CAB	Y		See next page for Cab C Crew upgrade
Cab to Axle		66"	Y	
Cooling System	Heavy duty	STD	Y	
Differential		3.73 (X37)	Y	
Drive Line 4X2	Two (2) Wheel Drive	F3*A"	Y	
Electrical System	12 volt	STD	Y	
Engine	Min 8 cyl., gasoline, EFI, state liter	6.2L V8 (996)	Y	✓ V8
Floor Covering	Heavy duty vinyl/rubber	STD	Y	
Fuel Tank		36 gas / 26 diesel	Y	
Gauges/Indicators	Oil, temp., amp.	STD	Y	
Glass	Tinted, all windows	Factory solar tint	Y	
GVWR		10,000	Y	
Headliner	Factory installed	STD	Y	
Heater/Defroster	Fresh air with multi-speed fan	STD	Y	
Mirrors-Inside	Day/night	STD	Y	
Mirrors-Outside	Dual, below eyeline, collapsible, 40 sq inch min	64D TOW MIRRORS STD (not 64P)	Y	
Paint	Mfg. standard - provide color chart	www.fleet.ford.com	Y	
Payload		4140	Y	
Radio	AM/FM, factory installed	STD	Y	
Seat	Full depth foam, vinyl, bench	AS 40/20/40	Y	
Shocks	Heavy duty	STD	Y	
Spare Tire	Same as truck tires	STD (612 with bed delete)	Y	
Spare Wheel	Same as truck wheels	STD	Y	
Steering	Factory power	STD	Y	
Steering Wheel	Tilt	STD	Y	
Sun Visors	Dual	STD	Y	
Suspension	Heavy Duty	STD	Y	
Tires	All season radial	LT245/76R17 AS	Y	
Transmission	Automatic, 4 speed	44P 6 sp auto	Y	
Warranty	Attach all manufacturer standard	Attached	Y	
Wheelbase		137"	Y	
Wheels	8-hole disc	STD	Y	
Wipers	Intermittent	STD	Y	

BID PRICING

TOTAL - 1-TON PICKUP, Cab "A", 4X2 - Item NO. 23

\$ 19,842

You must enter pricing in the online bid page

GREG LOFTON  
DICK SMITH FORD INC  
COMMERCIAL SALES DEPT  
9505 E. 350 HWY  
RAYTOWN, MO 64133  
PHONE: 816-353-1495  
FAX # 816-358-4406

Item No. 23

Type: PICKUP, 1-TON, CAB "A", 4X2 (Continued)

Model Year 2014

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	<u>OPTIONAL EQUIPMENT</u>		
Air Bag	Side	STD	\$
Air Bag	Roof rail	STD	\$
Alarm	Back up	76C	\$ 110
Alarm System	Perimeter alarm comes with 90L power group	90L includes 54K telescoping mirrors	\$ 840 / C 1020
Alternative Fuel	Example: Biodiesel, CNG, gasoline, propane	STD 6.2L V8 gas is FFV	\$ included
	State gallon equivalent compared to base fuel of vehicle	99T Diesel is B20 capable	\$ 8975
	CNG Aftermarket Conversion	98G Factory Prep pack (plus conversion)	\$ 275
	Propane Aftermarket Conversion	See CNG/Propane page insert	\$
	AMOUNT OF TAX CREDIT PROVIDED	See CNG/Propane page insert	\$
Bed	6.75' Bed on Cab B 142" wheelbase NA DRW	6.75' bed (plus cost of Cab B below)	\$ -170
8' STANDARD	6.75' Bed on Cab C 158" wheelbase NA DRW	6.75' bed (plus cost of Cab C below)	\$ -170
Bed Delete	Bed delete keeping spare / without spare	66D + 512 / no spare no 512	\$ -260 / -315
Bed Delete /CNG Changes	Does deleting bed on dedicated CNG eliminate CNG?	NO	\$
Bed Liner	Spray on Linex or equal, state warranty, certification req. See warranty section	Linex / Rhino (bed only)	\$ 385
	Plastic drop-in	Dealer	\$ 375
Brakes		N/A	\$
Brush Guard	Front	Dealer Black / Stainless	\$ 785 / 895
Bumper	Rear step, painted	STD	\$
Cab Options	Cab "B"	"X"3A (158" w/b "B" bed)	\$ 2585
	Cab "C"	"W"3A (172" w/b "B" bed)	\$ 3998
Cab Step	Driver side, factory	Dealer install	\$ 225
	Both sides, factory	10B Cab A, B, C	\$ 300 / 330 / 330
Controller	Fast Idle (As Required on Diesel Automatic)	Dealer	\$ 400
Convenience	Cruise control, CD player & Chrome bumpers	98V	\$
Cruise Control	Factory Installed	526	\$ 210
Daytime Running Lights		942	\$ 42
Diagnostic Software & Coding	Rotunda VCM II, CFR, Cable & One year software subscription	164-R0807	\$ 2860
Engine		Included	\$
Transmission		Included	\$
ABS Brakes		Included	\$
Electrical System		Included	\$
Body Module		Included	\$
Drive Line	4X4	3B SRW / 3D DRW + DRW cost	\$ 2466 / 2492
Dual Rear Wheels	Cab A	F3C	\$ 1200
	Cab B	X3"C" Plus cost of Cab B	\$ 1200
	Cab C	W3"C" Plus cost of Cab C	\$ 1200
Engines	List cylinders, HP, liter, fuel type	99T, 44W	\$ 8975
	99T Diesel is B20 capable	41H	\$ 70
	Engine Block heater		\$
	Note: STD 6.2V8 has 385 HP on 10,000 GVWR and under 10,001 and up has 318 HP		\$
Extended Warranty		Ford - See Extended Warranty file	\$
Fender Guides	Phillips Fender Guides or equal	Phillips dealer install	\$ 400
Floor Covering	Heavy duty carpeting	Dealer install Cab A / B / C	\$ 725/850/925
Floor Mats	Rubber/ Vinyl	Dealer install Front / Rear	\$ 125 / 125
Fuel Tank	Single, 18.2 gallon (Credit)	N/A	\$
Gear Ratios	Limited Slip		\$
	E-Locking	SRW X3E 3.73 Gas / X3H 3.31 Diesel	\$ 345
	Limited Slip:	DRW X3L 3.73 or X4L 4.10	\$ 315
Hitch	Pinle		\$
Hourmeter	Standard engine-activated	STD	\$

THIS PAGE \$ 6809

RUNNING TOTAL \$ 26651

Res. 18625

Item No. 23

Type: PICKUP, 1-TON, CAB "A", 4X2 (Continued)

Model Year 2014

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
<b>OPTIONAL EQUIPMENT</b>			
Key Options	Extra key price	Full function key (w/90L)	\$ 225
		Chip key / door only key	\$ 185 / 5.00
Lighting Packages	Roof Clearance lights (STD on DRW)	592	\$ 50
Manuals	Service manuals	Heim CD	\$ 210
Mirrors	Heated	Included with per group 80L - Cab:	\$ A&B 840 / C 1020
	6" X 16" Western, one piece		\$
	7" X 10" Western, one piece		\$
	6X8 AERO style non-Trailer tow mirrors on 8RW & DRW without 90L	54P	\$ -100
			\$
Outfitter Switches	GAS / Diesel both require 54D. Dies requires HD or dual alternators	66B + 54D / Diesel 66S + 54D+67D or 67A	\$ 220 / 290 / 570
	Includes extra wiring harness	67D HD G or D / 67A Dual alternator (DI)	\$ 70 / 450
Paint	Factory installed	Bus Yellow Min 1 / SP101 Min 5	\$ 580 / 500
Power Locks/Windows	Available on Diesel 66T only, Provision only	90L Includes 54K telescoping pwr mirrors	\$ A&B 840 / C 1020
Power Take Off	Bidders must state brand & warranty	62R Plus cost of diesel above	\$ 245
Rust Proofing	Full length, factory	Undercoating only	\$ 250
Running Boards	Driver side		\$
	Both sides	18B Cab A, B, C	\$ 300 / 330/ 330
Seats	Cloth Interior	1S 40/20/40 Cab A, B, C	\$ 85,95,290
	Bucket front	LS Vinyl Cab A, 2S Cloth both 40/console/40	\$ 325,465,555
Skid Plate	Factory Installed	41P	\$
Snow Plow Package	HD Front springs, HD radiator	473	\$ 71
Stabilizer Bar	1 1/4" front	STD	\$
Temporary Tag		Dealer	\$ 3.00
Throttle	Hand Control, Locking	N/A	\$
Tires	All terrain, State Size:	TBM LT245/70R17 / 8RW TCD LT285/70R17	\$ 120 / 420
Tow Command	Factory Installed	62B plus tow mirrors above(STD DRW)	\$ 200
Tow Hooks	2 each	STD	\$
Trailer Tow Package	STD with Bed Includes hitch / N/A with Bed delete		\$ STD / N/A
Transmissions		N/A	\$
			\$
			\$
Wheelbase Options	Plus cost of Cab B or Cab C (NA DRW)	6.5' - Cab B 142" w/b, Cab C 166"	\$ -170
Window (Rear)	Sliding	433	\$ 110
Wiring	Body builder harness		\$
<b>OPTION DELETE FROM STANDARD</b>			
	Air Conditioning	Delete 672	\$ -525
	Bed Delete	66D + 512 keeps spare tire	\$ -280
	Cruise	Not on base bld	\$
	OnStar	N/A	\$
	Radio	58Y	\$ -40
	Spare Tire	Delete spare tire (non 68D) deletes jack	\$ -85
	Spare Wheel	Deleted with spare tire and jack above	\$
	Tilt	N/A	\$

End of Group IV

THIS PAGE 0  
TOTAL \$ 26,651

GREG LOFTON  
DICK SMITH FORD INC  
COMMERCIAL SALES DEPT  
9505 E. 350 HWY  
RAYTOWN, MO 64133  
PHONE: 816-353-1495  
FAX # 816-358-4406





Res. 18625

AFFIDAVIT

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF JACKSON )

DICK SMITH FORD/GREG LOFTON of the City of RAYTOWN  
County of JACKSON State of MISSOURI being duly sworn on her or his oath, deposes and says;

1. That I am the FLEET MANAGER (Title of Affiant) of DICK SMITH FORD (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, 2013 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.
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.

DICK SMITH FORD, INC (Name of Bidder)  
By: Greg Lofton (Signature of Affiant)  
FLEET SALES MANAGER (Title of Affiant)

Subscribed and sworn to before me this 22nd day of July, 2014

JANICE MITCHELL

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

State of Missouri

My Commission Expires: 3/3/2017



JANICE MITCHELL  
My Commission Expires  
March 3, 2017  
Platte County  
Commission #13499193

**Res. 18625**



Jackson County, Mo  
Certificate of Compliance

Issued To:  
Dick Smith Ford

Whose Affirmative Action Plan has been approved and found to be in compliance **Chapter 6 Jackson County Code** which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2014.

*Tom Wyrasch*  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Certificate ID: 140210182044V2026



**JOHN DEERE**

**Res. 18625**

Quote Id: 10333032

---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Lawn & Leisure - Lees Summit  
706 Se Blue Parkway  
Lees Summit, MO 64063  
816-524-6695  
KraftS@LawnandLeisure.com

---

Prepared For:  
**Jackson County Parks**

**Proposal For:**  
**Jackson County Parks**

**Delivering Dealer:**

Samuel Edwards

Lawn & Leisure - Lees Summit  
706 Se Blue Parkway  
Lees Summit, MO 64063

KraftS@LawnandLeisure.com

**Quote Prepared By:**

Samuel Edwards

edwardss@lawnandleisure.com

Date: 22 September 2014

Offer Expires: 22 October 2014

---

*Confidential*



**JOHN DEERE**

**Res. 18625**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Lawn & Leisure - Lees Summit  
706 Se Blue Parkway  
Lees Summit, MO 64063  
816-524-6695  
KraftS@LawnandLeisure.com

**Quote Summary**

**Prepared For:**  
Jackson County Parks  
MO

**Delivering Dealer:**  
**Lawn & Leisure - Lees Summit**  
Samuel Edwards  
706 Se Blue Parkway  
Lees Summit, MO 64063  
Phone: 816-524-6695  
edwardss@lawnandleisure.com

**Quote ID:** 10333032  
**Created On:** 22 September 2014  
**Last Modified On:** 22 September 2014  
**Expiration Date:** 22 October 2014

**Equipment Summary**

JOHN DEERE CX15 - Flex-Wing  
Rotary Cutter - Spring Suspension  
-540 RPM Stump Jumpers - Single  
Suction Blades - 6 Wheels  
**Contract:** TX HGAC GR01-12  
**Price Effective Date:** September 22, 2014

<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
\$ 15,849.54 X	1 =	\$ 15,849.54

**Equipment Total**

**\$ 15,849.54**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 15,849.54
Trade In	
SubTotal	<b>\$ 15,849.54</b>
Total	\$ 15,849.54
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 15,849.54</b>

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

Res. 18625

Quote Id: 10333032    Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Lawn & Leisure - Lees Summit  
706 Se Blue Parkway  
Lees Summit, MO 64063  
816-524-6695  
KraftS@LawnandLeisure.com

## JOHN DEERE CX15 - Flex-Wing Rotary Cutter - Spring Suspension -540

Hours:

Stock Number:

Contract: TX HGAC GR01-12

Selling Price \*

Price Effective Date: September 22, 2014

\$ 15,849.54

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
225EP	CX15 - Flex-Wing Rotary Cutter - Spring Suspension -540 RPM Stump Jumpers - Single Suction Blades - 6 Wheels	1	\$ 21,564.00	26.50	\$ 5,714.46	\$ 15,849.54	\$ 15,849.54
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	26.50	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>						<b>\$ 15,849.54</b>	
<b>Total Selling Price</b>			<b>\$ 21,564.00</b>		<b>\$ 5,714.46</b>	<b>\$ 15,849.54</b>	<b>\$ 15,849.54</b>

Res. 18625

**AFFIDAVIT**

STATE OF Mo )  
 ) SS.  
COUNTY OF JACKSON )

THOMAS A. KRAET of the City of LEE'S SUMMIT  
County of JACKSON State of MISSOURI being duly sworn on her or his oath, deposes and says;

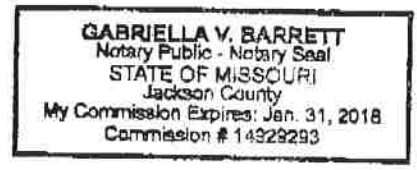
1. That I am the PRES (Title of Affiant) of LAWN & LEISURE (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially 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, 2013, 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.
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.

THOMAS A. KRAET (Name of Bidder)  
By: Thomas A. Kraet (Signature of Affiant)  
PRES. (Title of Affiant)

Subscribed and sworn to before me this 25 day of SEPTEMBER 2014.

Gabriella V. Barrett  
NOTARY PUBLIC in and for the County of JACKSON (SEAL)

State of MISSOURI  
My Commission Expires: 01-31-2018



**Anessa Culbertson**

---

**From:** Thomas J. Wyrsh  
**Sent:** Thursday, September 25, 2014 10:17 AM  
**To:** Anessa Culbertson  
**Subject:** RE: Compliance Check

**Res. 18625**

Yes, I got their form last week. They are in compliance. Renewal date is 12/31/2014. Thanks.

---

**From:** Anessa Culbertson  
**Sent:** Thursday, September 25, 2014 9:07 AM  
**To:** Thomas J. Wyrsh  
**Subject:** Compliance Check

Good Morning Tom,

Could you please check to see if this vendor is in compliance.

Lawn and Leisure  
706 SE Blue Pkwy  
Lee's Summit, MO 64063

Thank you,

*Anessa Culbertson*

Senior Buyer  
Jackson County, MO  
P: (816) 881-3465  
F: (816) 881-3268

**TEXAS - Houston-Galveston Area Council (HGAC) Grounds & Turf Equipment Contract**

**Contract Number:** GR01-12

**Contract Period:** January 1, 2012 – December 31, 2014

**Eligibility:** HGAC membership is required to utilize this contract. Please review the [HGAC member list](#) to confirm eligibility.

To become an HGAC Member, please complete the [Interlocal Contract \(ILC\) Form](#) for **Government** End Users and follow the instructions.

**The HGAC Pricing Worksheet is no longer required and it is no longer required to fax any documentation (purchase orders, quotes, etc.) to HGAC.** Please follow standard Government Sales order processing procedures.

The customer's purchase order must contain the following information:

- Customer Contact Name
- Customer Contact Number
- Customer Email Address

**Quotes and Purchase Orders:**

To obtain a quote, contact your local [John Deere Dealer](#). Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

**CONTRACT DETAILS**



Quotes	Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.
Allied (Non-Deere)	<p>Allowed. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied. The total cost of the allied equipment must be less than 25% of the total cost of the contract item (including options and attachments).</p> <p>Example – If an item on contract has a total cost of \$100,000 (which includes all options and accessories which are also on contract), then the allied equipment (and its allied accessories) must be less than \$25,000.</p> <p>Allied items are Order Zone products, implements, attachments, accessories, parts or bundles not manufactured by John Deere that are requested by the customer to complete the purchase of John Deere equipment awarded on contract.</p>
Credit Cards	Not allowed on this contract.
Demo	Not allowed on this contract.

**Fees** Dealers have the option to charge customers 4% of the equipment contract sale for set-up plus a delivery fee of \$1.80 per loaded mile for products only in Price Tabs G10, G15, G20, G25 and G30. Miles are to be calculated from [www.mapquest.com](http://www.mapquest.com).

**Financing** The low interest rate, low cost John Deere Municipal Lease, is a type of financing that is specifically designed for qualified state, government, and educational entities which allow full ownership at the end of the lease term.

Allowed. The John Deere Municipal Lease or a third party type municipal lease (if applicable) is allowed.

**Multiple Unit Discount** Multiple unit discounts are permitted. The contract discount plus the multiple unit discount equals the total discount. Discounts are based on the following schedule:

Quantity	Additional Discount
3-4	1%
5-6	2%
7-8	3%
9 units or more	4%

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the

multi-unit discount. Self-propelled products, with the exception of our utility vehicles, must be listed in the same tabbed price book section. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit.

Non-Contract (Deere)

Frontier Equipment is excluded from the Multiple Unit Discount. Allowed. Non-contract equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Non-Contract. The total cost of the non-contract equipment must be less than 25% of the total cost of the contract item (including options and attachments).

Example – If an item on contract has a total cost of \$100,000 (which includes all options and accessories which are also on contract), then the non-contract equipment (and its non-contract accessories) must be less than \$25,000.

Non-contract items are John Deere manufactured Order Zone products, implements, attachments, accessories, parts or bundles that are not currently on contract but are requested by the customer to complete the purchase of John Deere

	equipment awarded on contract.
Rental	Not allowed on this contract.
Special Delivery Obligations	None.
Substitutions	Not allowed on this contract.
Trade-Ins	Allowed. Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.
Miscellaneous	The HGAC Pricing Worksheet is no longer required and it is no longer required to fax any documentation (purchase orders, quotes, etc.) to HGAC. Please follow standard Government Sales order processing procedures.

The customer's purchase order **must** contain the following information:

- Customer Contact Name
- Customer Contact Number
- Customer Email Address

**PRICE STRUCTURE**

Effective June 18, 2014 the HGAC Contract is a current price page contract.

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
L25	Lawn Tractors (X300s only) & Equipment	18.5%	Current
L30	Garden Tractors & Equipment	23.5%	Current
L35	Equipment for Lawn & Garden Tractors	23.5%	Current
C10	Commercial Walk-Behind Mowers & Equipment <i>(temporary discount through December 31, 2014)</i>	26.5%	Current
C13	Commercial Zero-Turn Radius Mowers & Equipment <i>(temporary discount through December 31, 2014)</i>	26.5%	Current
C15	Commercial Front Mowers & Equipment <i>(temporary discount through December 31, 2014)</i>	26.5%	Current
C18	Commercial Wide Area Mowers & Equipment <i>(temporary discount through December 31, 2014)</i>	26.5%	Current
C20	Compact Utility Tractors & Equipment	18.5%	Current
C25	Equipment for Compact Utility Tractors	23.5%	Current
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	16.5%	Current
C42	Traditional Utility Vehicles & Equipment	16.5%	Current
G10	Reel Mowers & Equipment	24.5%	Current
G15	Special Application Mowers & Equipment	24.5%	Current

G20	Special Application Vehicles & Equipment	24.5%	Current
G25	Aeration & Equipment	24.5%	Current
G30	Debris Maintenance & Equipment	24.5%	Current
A2	Tractors	26.5%	Current
A5	Hay & Forage	26.5%	Current
A6	Tillage	26.5%	Current
A7	Planters/ Drills/Air Seeders	26.5%	Current
A8	Sprayers	26.5%	Current
A9	Implements & Attachments	26.5%	Current
A10	Ag Management Solutions (AMS)	26.5%	Current

**The items below can be  
sold as "Published  
Options" but can't  
exceed \$50,000:**

C47	HPX Utility Vehicles & Equipment	16.5%	Current
Frontier	Planting & Seeding	20%	Current
Frontier	Cutting & Mowing	20%	Current
Frontier	Landscaping	20%	Current
Frontier	Transports	20%	Current
Frontier	Hay & Forage	20%	Current
Frontier	Livestock	20%	Current
Frontier	Material Handling	20%	Current
Frontier	Snow	20%	Current
Frontier	Tillage	20%	Current
Frontier	Golf	20%	Current

**PAYMENT REMITTANCE INFORMATION**

Remit to Address:  
Deere & Company  
Ag & Turf CBD & Government Sales  
21748 Network Place  
Chicago, IL 60673-1217

**CONTRACT UPDATES**

June 18, 2014 - HGAC became a current price page contract.

May 2, 2014 - Added note in "Miscellaneous" that the HGAC worksheet was no longer required and that purchase orders, dealer quotes, etc. no longer needed to be faxed to HGAC. POs must have customer contact details as noted above.

January 3, 2014 - Updated pricing on entire contract. Extended 26.5% discount on C10, C13, C15 and C18 from December 31, 2013 to December 31, 2014.

June 20, 2013 - Clarified in the "green box" that municipal leasing/financing is allowed.

March 27, 2013 - Updated pricing on entire contract.

January 3, 2013 - Changed C10 discnt from 23.5% to 26.5%, changed C13 from 30.5% to 26.5%, changed C15 from 28.5% to 26.5%, changed C18 from 23.5% to 26.5%. Price pgs were not changed.

August 9, 2012 - Updated pricing on entire contract. Removed Tab L40 (14.5%) and Tab C19 (10.5%). Increased C13 from 23.5% to 30.5%. Increased C15 from 23.5% to 28.5%.

March 1, 2012 - Posted multi-unit discnt info. to contract. Became effective Feb 28, 2012.

February 21, 2012 - Added note that financing is allowed.

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RECEIVED H-GAC

11 DEC -5 PM 12:46

COOPERATIVE PURCHASING

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
DEERE & COMPANY  
Cary, North Carolina

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Deere & Company** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2000 John Deere Run, Cary, North Carolina 27513

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Grounds & Turf Equipment** Contract to become effective as of January 1, 2012, and to continue through December 31, 2014 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Grounds & Turf Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Grounds & Turf Equipment** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **GR01-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **GR01-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.



**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify

**H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC**'s liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'s failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

**ARTICLE 20: LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

**ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

**ARTICLE 22: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**


CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:


  
\_\_\_\_\_  
Deidre Vick, Director of Public Services  
Date: Dec 15, 2011

Signed for Deere & Company  
Cary, North Carolina:

  
\_\_\_\_\_

Printed Name & Title: Tamara Hebert, Contract Administrator  
Date: Dec. 2, 2011

Attest for Deere & Company  
Cary, North Carolina:

  
\_\_\_\_\_

Printed Name & Title: Andrew Hill, Contract Administrator  
Date: Dec 2, 2011

Attachment A  
Deere & Company  
Grounds & Turf Equipment  
Contract No. GR01-12

**Res. 18625**

H-GAC Product Code	Item Description	Offered Price Discount from List
43B	John Deere Residential Walk Behind Mowers L15 November 2010	13.5%
43D	John Deere Lawn Tractors except 100 Series Tractors L25 March 2011	18.5%
43E	John Deere Garden Tractors L30 February 2011	23.5%
43F	John Deere Equipment for Lawn and Garden Tractors L30(L35) November 2010	23.5%
43G	John Deere Compact Utility Vehicles and Equipment L40 May 2011	14.5%
43H	John Deere Commercial Walk-Behind Mowers Excluding GS18 C10 April 2011	23.5%
43I	John Deere Commercial Zero-Turn Mowers and Equipment C13 July 2011	23.5%
43J	John Deere Commercial Front Mowers C15 March 2011	23.5%
43K	John Deere Commercial Front Mowers MCS for 1400 and 1500 Series C15 March 2011	23.5%
43L	John Deere Commercial Wide Area Mowers C18 April 2011	23.5%
43M	John Deere Advantage Compact Utility Tractors C19 February 2011	10.5%
43N	John Deere Compact Utility Tractors C20 November 2010	18.5%
43O	John Deere Equipment for Compact Utility Tractors C25 August 2011	23.5%
43Q	John Deere Utility Vehicles C40 July 2011	16.5%
43R	John Deere High Performance Utility Vehicles C41 July 2011	16.5%
43T	John Deere Reel Mowers G10 July 2011	24.5%
43U	John Deere Special Application Mowers G15 July 2011	24.5%
43V	John Deere Special Application Vehicles G20 July 2011	24.5%
43W	John Deere Aeration G25 November 2010	24.5%
43X	John Deere Debris Maintenance G30 November 2010	24.5%
43Y	John Deere AG Tractors A2 June 2011	26.5%
43Z3	John Deere Hay & Forage A5 May 2011	26.5%
43Z4	John Deere Tillage A6 May 2011	26.5%
43Z5	John Deere Seeding/Planter/Drills A7 May 2011	26.5%
43Z6	John Deere Sprayers A8 May 2011	26.5%
43Z7	John Deere Material Handling: Loaders, Cutters, Scrapers, Shredders, Backhoes A9 May 2011	26.5%
43Z8	John Deere Ag Mananagement Solutions (AMS) A10 May 2011	26.5%



Professional Turf Products, L.P.

10935 Eicher Dr.  
 Lenexa, Kansas 66219  
 Brad Davisson  
 (888) 776-8873 ext. 5471  
 davissonb@proturf.com

Res. 18625



Ship To	Jackson County - Parks Department	Date	9/24/2014
Bill To	National IPA Contract #120535	Tax Rate	
Contact	John Johnson	Destination	
Address	22807 Woods Chapel Rd.	Trade-In	
City	Blue Springs, MO	Finance	
State	MO	Account Type	STD
Postal Code	64015	Comments: Pricing presented below is based on current availability of Tier4 Interim Groundsmaster 4000's.	
Phone	816-503-4823	National IPA Participating Agency #NIPA7169	
Fax	816-795-1234		

Proposal

Qty	Model #	Description	Unit	Extended
2	30448N	Groundsmaster 4000-D		
2	108-1450	Atomic Mulching Blades 7 Pack		
2	30056	400 Hour Filter Maintenance Kit		
		<b>GM4000</b>		<b>\$100,777.48</b>

SubTotal	\$	100,777.48
Destination	\$	-
Tax (Estimated)	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>100,777.48</b>

**Comments:**

**Terms & Conditions:**

- Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- Pricing, including finance options, valid for 30 days from time of quotation.
- After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
  - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
  - PTP will work with third party financial institutions to secure leases when requested to do so.
  - When using third party financiers, documentation fees & advance payments may be required.
  - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AFFIDAVIT

STATE OF TEXAS )  
 ) SS.  
COUNTY OF TARRANT )

DAVID LAU of the City of EWING  
County of TARRANT State of TEXAS being duly sworn on her or his oath, deposes and says;

1. That I am the CEO (Title of Affiant) of PROFESSIONAL TIRE PRODUCTS (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, 2013, 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.

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.

PROFESSIONAL TIRE PRODUCTS (Name of Bidder)

By: [Signature] (Signature of Affiant)

CEO (Title of Affiant)

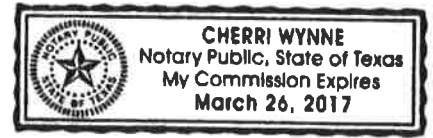
Subscribed and sworn to before me this 29<sup>th</sup> day of SEPTEMBER, 2014

Cherri Wynne

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

State of TEXAS

My Commission Expires: 3/26/2017





Res. 18625

### JACKSON COUNTY, MISSOURI COMPLIANCE REVIEW FORM

Report Date: \_\_\_\_\_ (All reports expire annually on December 31<sup>st</sup>)

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3302.

Mail/Fax or Email reports to:  
Tom Wyrsh  
Contract Compliance Review Director  
415 East 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106  
EMAIL: [cro@jacksongov.org](mailto:cro@jacksongov.org)  
FAX: (816) 881-1223

**1. COMPANY DESCRIPTION:**

Name of Company PROFESSIONAL TURF PRODUCTS, LP  
Street Address 1010 W. INDUSTRIAL BLVD.  
City EULESS State TX Zip 76039  
Email Address: sales@proturf.com  
Website Address: www.proturf.com  
Area Code 917 Telephone Number 785-1900  
Representative Name DAVID LAU

**2. COMPANY STATISTICS:**

- A. Total number of Employees 92
- B. Total Number of Employees who are:
  - 1. Women 14
  - 2. Hispanic 8
  - 3. Black 2
  - 4. Asian 1
  - 5. American Indian \_\_\_\_\_
  - 6. Other \_\_\_\_\_

YES NO N/A

- 3. Has your company advertised for applicants since your report?  
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement  
See attached  YES  NO  N/A
- 4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program?  
If so, please attach a detailed report of such efforts  
See Attached  YES  NO  N/A
- 5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?  
If so, please attach a narrative of such efforts.  YES  NO  N/A

**Res. 18625**

YES NO N/A

6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?

— ✓ —

If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?

— ✓ —

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

WEBSITE ADDRESS \_\_\_\_\_

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

DURATION OF CONTRACT \_\_\_\_\_

AMOUNT OF CONTRACT \_\_\_\_\_

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES NO

1. Available employment

— —

2. Visual check

3. Other (specify)

ADP - Payroll Provider Report

This Compliance Review Form was prepared and submitted by:

DLZ

Signature

DAVID LAU CFO

Name and Title

9/29/14

Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.