

Completed by County Counselor's Office			
Action Requested:	Resolution	Res.Ord No.:	20696
Sponsor(s):	Tony Miller	Legislature Meeting Date:	6/14/2021

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Requesting authorization to increase Term and Supply Contract No. 38-16B with Lawn and Leisure of Lees Summit, MO for the furnishing of Golf Course Equipment, Parts, and Repair Services.

Request Summary
<p>Term and Supply Contract No. 38-16B for furnishing of Golf Course Equipment, Parts, and Repair Services is an existing Jackson County contract issued by the Purchasing Department in July 2016 for use by the Parks + Rec Department. The original estimated usage was \$16,000 and the Legislative Approval Process was not required.</p> <p>The increase of need by the Parks + Rec Department is due to increase maintenance needs at the Fred Arbanas Golf Course, and other Parks + Rec facilities. The requested increase in the amount of \$30,000 is for increased maintenance for mowing and landscaping equipment and would increase the estimated annual usage for the contract to \$46,000.</p>

Contact Information			
<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	5/19/2021
<b>Name:</b>	Craig A. Reich	<b>Email:</b>	CReich@jacksongov.org
<b>Title:</b>	Senior Buyer	<b>Phone:</b>	816-881-3265

Budget Information	
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:
	<b>!Unexpected End of Formula</b>

## Request for Legislative Action

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Yes
Certificate of Foreign Corporation Received:	Yes
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: Less than \$50000	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none"> <li>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.</li> </ul>	

## Request for Legislative Action

### History

Craig A. Reich at 5/19/2021 9:36:23 AM - [Submitted | ]  
Department Director: Michele Newman at 5/19/2021 10:09:25 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/19/2021 10:29:19 AM - [ Approved | ]  
Audit: Katie M. Bartle at 5/19/2021 12:03:12 PM - [ Approved | eRLA 94 ]  
Finance (Budget): Mark Lang at 5/19/2021 1:24:37 PM - [ Returned for more information | Since this is a Term & Supply, please remove the funding info in the Budget Info tab. ]  
Submitter: Craig A. Reich at 5/19/2021 1:34:43 PM - [ Submitted | Removed funding information from Budget Tab per request from Mark Lang. ]  
Department Director: Michele Newman at 5/19/2021 3:18:28 PM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/20/2021 9:15:54 AM - [ Returned for more information | first line of Request Summary where the term and supply contract number is you need to make it "No." instead of just "N" ]  
Submitter: Craig A. Reich at 5/21/2021 9:57:49 AM - [ Submitted | Made spelling correction that was requested. ]  
Department Director: Michele Newman at 5/21/2021 10:30:32 AM - [ Approved | ]  
Finance (Purchasing): Barbara J. Casamento at 5/24/2021 11:48:24 AM - [ Approved | ]  
Audit: Katie M. Bartle at 5/24/2021 12:56:30 PM - [ Approved | ]  
Finance (Budget): Mark Lang at 5/25/2021 10:55:24 AM - [ Approved | No fiscal note is attached. Term & supply RLAs do not require them. ]  
Executive: Troy Schulte at 5/25/2021 11:08:03 AM - [ Approved | ]  
Legal: Elizabeth Freeland at 6/9/2021 11:24:51 AM - [ Approved | ]



**JACKSON COUNTY  
Parks + Rec**

22807 Woods Chapel Road  
Blue Springs, Missouri 64015  
MakeYourDayHere.com

Michele Newman, Director  
(816) 503-4800  
Fax: (816) 795-1234

**TO: Craig Reich, Senior Buyer, Purchasing**  
**FROM: John Johnson, Superintendent, Park Operations**  
**SUBJECT: Lawn & Leisure Spending Increase**  
**DATE: May 18, 2021**

The Parks + Rec Department would like to increase the amount of money we spend with Lawn & Leisure who services our John Deere equipment and is our primary supplier of John Deere parts.

As our fleet of mowers and equipment ages, the need and expense for repairs and parts is increasing. In 2020, Parks + Rec spent close to \$40,000 with Lawn & Leisure on repair of mowers and John Deere equipment such as Wide Area Mowers, Gators and 15- foot mowers. In addition, Lawn & Leisure provides parts such as carburetors, chain sprockets, switches, tie rods, seats and belts. Many of these items are available only through an authorized dealer. Parks staff use parts from this vendor to self-perform repairs on JD equipment that are within our skill set.

Parks requests that \$30,000 be added to the contract that expires in September, 2021.

Thank you for your assistance.



*Frank White, Jr., County Executive*

## 1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids for the furnishing GOLF COURSE EQUIPMENT PARTS & REPAIR SERVICE for use by Parks + Rec Department.
- 1.2 Term of Contract: The term of this Agreement/Contract will be Twenty-Four (24) Month Term & Supply Contract with Three (3) 12-Month Options to extend, subject to available funding and Legislative approval.
- 1.3 NOTE: Items specified herein will be ordered on an "As Needed" basis throughout the Contract Term. Although exact usage cannot be determined, it is estimated that the County will spend approximately \$16,000 annually on this contract.

## 2.0 AWARD REQUIREMENTS

- 2.1 **CERTIFICATE OF INSURANCE:** The Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under "General Conditions" and Exhibit A included herein within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.
- 2.2 **W-9 FORM:** The Successful Contractor must provide a complete IRS W-9 Form for this contract.
- 2.3 **LICENSES AND PERMITS:** The Successful Contractor must provide upon written request evidence of current required Federal, State, Local and Occupational Licenses. The Successful Contractor shall secure all permits required by cities where work is taking place as necessary.
- 2.4 **CUSTOMARY EQUIPMENT:** The Successful Contractor is responsible for providing, maintaining and transporting all necessary and customary equipment needed to fulfill this contract. The County is not responsible for any damages to any of the Successful Contractor's equipment or clothing due to loss, damage, destruction, or theft.

## 3.0 SPECIFICATIONS

### 3.1 GENERAL

- 3.1.1 ✓ To provide 'As Needed' Parts & Repair Service to Golf Course Equipment and Misc. Other Equipment used in the County's Parks + Rec Department.
- 3.1.2 ✓ The County requires both "In Shop Labor Rate" and "At County Location Labor Rate" including a discount off manufacturers' suggested list price for parts.
- 3.1.3 ✓ The County may purchase parts and perform repairs utilizing County Employees.
- 3.1.4 ✓ Equipment Manufacturer's: Jackson County reserves the right to add and/or remove Equipment Manufacturers as necessary. The following Equipment Manufacturers are currently in use:

John Deere  
Jacobsen  
Toro  
Progressive

### 3.2 REQUIREMENTS/RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

3.2.1 ✓ Successful Contractor shall be an established, fully operational repair facility regularly engaged in the business of providing service and repair on Golf Course Equipment and Other Misc. Equipment utilized by the Parks + Rec Department for a minimum of five (5) consecutive years within the last seven (7) years. Attachment 2, page 20, containing comprehensive list of previous contracts, including phone number and address, **must be submitted** with your bid response.

3.2.1.1 ✓ Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation of this bid.

3.2.2 ✓ Successful Contractor shall have a facility equipped with all tools, equipment and supplies necessary to operate and fulfill the requirements of this contract.

3.2.3 ✓ Successful Contractor shall provide parts, labor, equipment, materials, tools, method of communication and supervision necessary for Golf Course Equipment and Other Misc. Equipment repair service.

3.2.4 ✓ Successful Contractor shall have the ability to respond to requests for repairs within two (2) hours of request, if possible.

3.2.5 ✓ Successful Contractor shall be able to complete all service and repairs within three (3) calendar days. If more than three (3) calendar days is required to complete all necessary service and repairs, a request for extension may be obtained from the authorizing County Department.

3.2.6 ✓ Successful Contractor shall have a secure area in which to store County-Owned Equipment which is on the Successful Contractor's premises for more than one (1) day.

3.2.7 ✓ Successful Contractor shall be responsible for risk of loss or damages to County-Owned Equipment while in the Successful Contractor's care, until work/repairs are accepted by the County and equipment is returned to the County.

3.2.7.1 ✓ All necessary replacement or repair will be at the Successful Contractor's expense.

3.2.8 ✓ Successful Contractor must have Technicians with experience and trained in performing service related to, but not limited to service and repair on any or all of the following Golf Course Equipment and Other Misc. Equipment, but not limited to:

John Deere ✓  
Jacobsen  
Toro  
Progressive

3.2.8.1 Include with your bid response documentation representing the certifications and/or training your technicians have completed. Failure to submit the certifications and/or training documentation will result in the **REJECTION** of your bid.

3.2.9 Additional Services: If you provide additional services not listed herein and are offering to the County, please submit on your company's letterhead the additional services you have available with pricing for each. List of additional services you may have available are, but not limited to:

Body Work  
Electronic Repairs  
Key Problems  
Golf Course Equipment Tires

**3.2.10** ✓ **Cost Estimate:** Prior to commencing any work, the Successful Contractor shall prepare and submit a cost estimate to the Department ordering Equipment service under this contract. The estimate must be reviewed and approved by the Department requesting service. Estimates will be firm and as accurate as possible without disassembly, if possible, and without delay to secure pricing from vendors.

**3.2.10.1** ✓ **Target/Ceiling Costs:** Costs will be referred to as the target cost. All estimates will contain an estimated ceiling cost. The ceiling cost may NOT be exceeded without authorization of the Department. When during the course of service and/or repair job, it becomes apparent that the ceiling costs will be exceeded, the Successful Contractor will immediately inform the Department who approved the estimate, and prepare a new estimate with a revised target cost and new ceiling cost. The revised estimate must be approved prior to incurring costs beyond the previously agreed upon ceiling cost.

**3.2.10.2** ✓ **Labor Hour Costs:** Labor hour cost will be at the rate shown in this Contract or lower.

**3.2.11** ✓ **Subcontracting:** Subcontractors providing services under this Contract shall meet the same requirements and provide the same service and level of experience as required by this Contract. Successful Contractor shall assume all responsibility for coordination, control and performance of its subcontractors. Successful Contractor shall be solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

### **3.3 REPLACEMENT PARTS**

**3.3.1** ✓ All materials and replacement parts shall be new. Replacement parts shall meet or exceed all OEM specifications.

**3.3.2** ✓ Remanufactured, rebuilt or after-market parts may be used at the County's discretion. All remanufactured, rebuilt or after-market parts must be approved by the authorizing Department prior to installation.

**3.3.2.1** ✓ Parts shall carry a minimum 90-day parts and labor warranty to the respective County Department immediately after installation.

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

**3.3.4** ✓ **Warranty:** The Successful Contractor shall provide complete warranty information to the County Department on all repairs, parts and labor repairs whether or not payment is made to the vendor.

**3.3.5** ✓ **Waste Reduction/Disposal:** Waste reduction is very important to Jackson County. Minimizing the amount of material sent to landfills, as well as, using less energy and water is just a part of our waste reduction goal. The disposal of any material, waste, effluents, trash, garbage or oil, grease, chemicals, etc. resulting from service work, shall be disposed of in accordance with all applicable laws.

### **3.4 PURCHASE ORDERS**

**3.4.1** ✓ If awarded a Contract as a result of this bid, the Successful Contractor must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department BEFORE providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

3.4.1.1 ✓ Blanket Purchase Orders will be issued by the Purchasing Department as authority for using department to purchase in compliance with this Contract.

3.4.1.2 ✓ Purchase Orders showing actual line items may be issued against this Contract.

### 3.5 PRICING, BILLING, and INVOICING

3.5.1 ✓ Pricing: Prices on labor rates, fees and parts are to be firm and fixed for the period of the contract. Prices will be based on percentage discounts from current printed price lists as entered by supplier.

3.5.1.1 ✓ Percentages of discount shall remain firm during the term of this contract and its extensions.

3.5.1.2 ✓ Price Increases: Price increases on labor and repair rates will be accepted during the term of the contract **only under the following circumstances:**

3.5.1.2.1 ✓ Price increases apply to the general public

3.5.1.2.2 ✓ Stated **in writing**, with back up documentation by the Successful Contractor to the Purchasing Department.

3.5.1.2.3 ✓ No price increases allowed during the first six (6) months of any resulting contract.

#### 3.5.2 Billing

3.5.2.1 ✓ Hourly Rates billed shall begin when the Successful Contractor's employee begins work on County-Owned Equipment.

3.5.2.2 ✓ Stop Work Order: The County reserves the right to order all work stop (cease) on a work order, if necessary. At such time a cease work order is issued, the County will be obligated only for work performed up to the issuance of the stop work order, and only if the work was approved prior to the time the cease work order was issued.

3.5.2.3 ✓ Fuel Surcharges: **NO FUEL SURCHARGES** allowed during the term of this contract or any of its extensions. The Successful Contractor will not bill Jackson County for any fuel surcharges throughout the term of this contract and any of its extensions.

3.5.3 ✓ Invoicing: A fully itemized invoice must be submitted.

3.5.3.1 All invoices must contain a complete itemized detail of the following:

- Repairs ✓
- Parts or Materials Used ✓
- Labor Hours ✓
- Hourly Labor Rate ✓
- Make and Model of Equipment ✓

3.5.3.2 ✓ Labor rates on each service will be separated and listed on the invoice.



#### 4.0 REQUIRED SUBMITTALS

- 4.1 The following information must be submitted with your response to this Invitation to Bid:
- 4.1.1 ✓ Contractor's Signature Portion, Page 2
  - 4.1.2 ✓ Affidavit, Page 3
  - 4.1.3 ✓ Compliance Review Form, Page 4-5; or a copy of current Certificate of Compliance from Jackson County, Missouri as outlined above.
  - 4.1.4 ✓ Statement of Contractor's Qualifications, Page 6-7
  - 4.1.5 ✓ Acknowledgement of Receipt of Addenda, Page 9
  - 4.1.6 Bidder's Quotation, Attachment 1, Pages 19
  - 4.1.7 Bidder's References, Technician Qualifications & Years in Business, Attachment 2, Page 20
  - 4.1.8 Bidder's Exceptions, Exhibit F, Page 22
  - 4.1.9 Technicians' Certifications/Training (copies only), Page 15, paragraph 3.2.8.1
  - 4.1.10 Additional Services Offered, Page 15, paragraph 3.2.9
- 4.2 ✓ All responses to the Invitation to become the property of the County and will not be returned.
- 4.3 ✓ Bid shall be in an opaque envelope or box with this Invitation to Bid name and number and the Bidder's name and address on the front.
- 4.4 ✓ Expenses and costs incurred in the preparation of bids in response to this Invitation to Bid are the sole responsibility of the Bidder and shall not be reimbursed by the County.
- 4.5 ✓ Invitation to Bid Deadline and Delivery Instructions are on Page 1 of this Invitation to Bid.
- 4.6 ✓ Failure to include any of the items listed in Section 4.1 may result in the REJECTION of your bid.

#### 5.0 EVALUATION PROCESS

- 5.1 ✓ All bids received that are responsive to the General Conditions, Specifications and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee will evaluate responses and make recommendations for award.
- 5.2 ✓ Jackson County, Missouri shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.

#### 6.0 QUESTIONS

- 6.1 All Questions regarding this Invitation to Bid **must be in writing and emailed** as detailed under General Conditions, Item Number Five (5) on Page Ten (10) OF THIS Invitation to Bid by June 14, 2016 by 5:00 PM, CDT. Point of Contact for this Invitation to Bid is Jessica Johnson, email address: [jmjohnson@jacksongov.org](mailto:jmjohnson@jacksongov.org).
- 6.2 All answers to questions will be published on the County's website in the form of Addenda.
- 6.3 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Bidders or their agents **may not** contact any other County staff regarding matters covered by this Invitation to Bid during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of the Bidder's submission.

**ATTACHMENT 1**  
**BIDDER'S QUOTATION for**  
**JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 38-16**

NO	DESCRIPTION	COSTS
<b>Service &amp; Repair</b>		
1.	Labor Rate, Shop, Regular Work Hours, Monday-Friday, 8:00 am – 5:00 pm	\$ 84. <sup>00</sup> /HR
2.	Labor Rate, Shop, Emergencies with work performed After Hours, Weekends, Holidays and Evenings	\$ 126. <sup>00</sup> /HR
3.	Labor Rate, At County Location, Regular Work Hours, Monday-Friday, 8:00 am – 5:00 pm	\$ 94. <sup>00</sup>
4.	Labor Rate, At County Location, Emergencies with work performed After Hours, Weekends, Holidays and Evenings	\$ 141. <sup>00</sup>
5.	Parts, new, discount	-12.0 %
6.	Parts, remanufactured, rebuilt, or after market, discount	COST +20 %
7.	Fee for Repair Estimate, if applicable	\$ 42. <sup>00</sup> MIN
<b>Parts Only</b>		
8.	Parts, new, discount	-12.0 %
9.	Parts, remanufactured, rebuilt, or after market, discount	COST +20 %
10.	Delivery charges, if any	\$ DEALER COST
<b>Shop Locations:</b> Include complete address and phone number for each location.		
L&L, 1706 SE BLUE PARKWAY LEE'S SUMMIT, MO 64663 P 16-524-6695 F. 524-0502		
L&L, 2230 SW STATE RT 7, BLUE SPRINGS, MO 64014 816 2242100 F 816 224.0449		
Indicate Days of Operation (below)		Indicate Hours of Operation (below)
MON - FRI 8:30 - 5:30, SAT 8:30 - 3 PM		8:30 - 5:30 PM SAT 8:30 - 3 PM
<b>Points of Contacts for Service &amp; Repairs:</b> Include Name and Phone		
Regular Work Hours POC	STEVE KRAFT G.M. 816 <del>224</del> <sup>918-1024</sup> <del>100</del> , TIM STARK SER M. 524-6695	
After Regular Work Hours POC	TOM KRAFT OWNER 816 564-2875	

NOTE: Use additional pages as necessary to complete your bid.

**CERTIFICATION**

SIGNATURE: <i>Thomas A Kraft</i>	DATE: 5-25-16
NAME: THOMAS A KRAFT (Print or Type)	PHONE: 816 524-6695 816 564-2875
TITLE: OWNER (Print or Type)	MOBILE: 816 564-2875
COMPANY NAME: LAWN & LEISURE OF LEE'S SUMMIT, INC. (Print or Type)	FAX: 816 524-0502
EMAIL ADDRESS: KRAFTT@LAWNANDLEISURE.CO (Print or Type)	

**ATTACHMENT 2**  
Bidder's References, Technician Qualifications and Years in Business  
for  
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 38-16

REFERENCES				
COMPANY NAME	ADDRESS	PHONE NO.	CONTACT NAME	DESCRIBE IN DETAIL THE SERVICES PROVIDED
CITY OF KC	PARKS & REC AVIATION, KCI	816 513 8582 816 243-5055	KEVIN EVANS KENNETH WILLIAMS	TRACTORS, MOWERS SALES, PARTS, & SERVICE
CITY OF BLUE SPRINGS	PARKS	816 228 0172	BOBBY WILLIAMS	0 11
CITY OF LEE'S SUMMIT	LEGACY PARK	816 969-1533	ANDY CARR	11
R-VII SCHOOLS	LEE'S SUMMIT	816-365-2929	MARK GREENSTREET	
CITY OF INDEP.	PUBLIC WORKS POWER & LIGHT	816806 3589 816325-7528	MIKE HIRST DENNIS GRAY	11
CITY OF GRAIN VALLEY	PARKS	816-847-7982	ANDREW WOLTZ	11

TECHNICIAN QUALIFICATIONS		
NO	DESCRIPTION	INDICATE YES OR NO (circle one)
1.	John Deere	YES NO
2.	Jacobsen	YES NO
3.	Toro	YES NO
4.	Progressive	YES NO

Note: Indicate Yes or No (circle one) for Service and Repair Technicians available for each Marine Motor brand.

NUMBER OF YEARS IN BUSINESS: 41

**CERTIFICATION**

SIGNATURE: Thomas A Kraft	DATE: 5/24/16
NAME: THOMAS KRAFT (Print or Type)	PHONE: 816 524-6695
TITLE: PRES (Print or Type)	MOBILE: 816 564 2875
COMPANY NAME: LAWN & LEISURE (Print or Type)	FAX: 816-524-0502
EMAIL ADDRESS: KRAFT@LAWNANDLEISURE.COM (Print or Type)	