

REQUEST FOR LEGISLATIVE ACTION




Completed by County Counselor's Office:

Res/Ord No.: 18474

Sponsor(s): Theresa Garza Ruiz

Date: April 14, 2014

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Two Twelve Month extension options for the furnishing of Used Vehicles for use by Various County Department to Lifestyle Leasing & Northtowne Lincoln of Kansas City, Missouri and Cable Dahmer Chevrolet of Independence, Missouri under the Terms and Conditions of Invitation to Bid No. 18-14.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$120,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$120,000.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Various Estimated Use: \$120,000.00*</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated use figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable): \$40,000.00 Prior Year Actual Amount Spent (if applicable): \$37,625.00 *This is the first time that the Drug Task Force is using this term and supply. Drug Task Force has funding needed now to replace vehicles that are damaged beyond its value.</p>	Amount authorized by this legislation this fiscal year:	\$120,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$120,000.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number	
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Source of funding (name of fund) and account code number											
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 17881, April 23, 2012</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Anessa Culbertson, Senior Buyer, 881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>Various Departments require a Term and Supply Contract for Used Vehicles. Purchasing issued Invitation to Bid No. 18-14 in response to those requirements.</p> <p>A total of 23 notifications were distributed and the following two responses were received and evaluated:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Lifestyle Leasing & (Northtowne Lincoln)</th> <th>Cable Dahmer Chevrolet</th> </tr> </thead> <tbody> <tr> <td>Used Vehicles with no more than 20,000 miles</td> <td>\$1,500.00</td> <td>\$100.00</td> </tr> <tr> <td>Used Vehicles with over 20,000 miles and at least 2.3 years old</td> <td>\$1,000.00</td> <td>\$100.00</td> </tr> </tbody> </table>	Description	Lifestyle Leasing & (Northtowne Lincoln)	Cable Dahmer Chevrolet	Used Vehicles with no more than 20,000 miles	\$1,500.00	\$100.00	Used Vehicles with over 20,000 miles and at least 2.3 years old	\$1,000.00	\$100.00	
Description	Lifestyle Leasing & (Northtowne Lincoln)	Cable Dahmer Chevrolet									
Used Vehicles with no more than 20,000 miles	\$1,500.00	\$100.00									
Used Vehicles with over 20,000 miles and at least 2.3 years old	\$1,000.00	\$100.00									

	<p>* This contract will be for purchasing used vehicles. Pricing will be based on NADA Average Trade-In Value, plus the quoted amount above trade-in value.</p> <p>Pursuant to Section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the split award for the furnishing of Used Vehicles for use by Various County Departments to Lifestyle Leasing & Northtowne Lincoln of Kansas City, Missouri and Cable Dahmer Chevrolet of Independence, Missouri; under the Terms and Conditions of Invitation to Bid No. 18-14 as the lowest and best bidders. A Split Award is recommended to take advantage of the best discounts and to provide additional sources when one of the vendors may not have the required supplies available.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specified purchases is subject to annual appropriations.</p>	
CLEARANCE	<input checked="" type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	The Abstract of Bids, Recommendation Memorandum from Using Departments and the pertinent pages of Lifestyle Leasing & Northtowne Lincoln and Cable Dahmer Chevrolet's bid.	
REVIEW	Department Director: 	Date: 4/13/14
	Finance (Budget Approval): If applicable N/A 	Date: 4-4-14
	Division Manager: 	Date: 4/10/14
	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.

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Northtowne	Cable-Dahmer	AMOUNT	AMOUNT	AMOUNT
				Lincoln & Lifestyle Leasing	Chevrolet, Inc			
BID NO: 18-14 DATE: 3/18/14 COMMODITY: Used Vehicles								
	Quotation							
1	Used Vehicles with no more than 20,000 miles			1,500.00	100.00			
	Above/Below NADA Average Trade-In Value							
2	Used Vehicles with over 20,000 miles and at least 2.3 years old			1,000.00	100.00			
	Above/Below NADA Average Trade-In Value							

CERTIFICATION OF BID OPENING
 BIDS WERE PUBLICLY
 OPENED AND RECORDED
 ON: March 18, 2014, BY
[Signature]
 CLERK OF THE LEGISLATURE
 PURCHASING



JACKSON COUNTY DRUG TASK FORCE
P.O. Box 392
Blue Springs, Missouri 64015

Date: March 20, 2014
To: Anessa Culbertson, Senior Buyer, Jackson County, MO. Purchasing Department
From: Dan Cummings, Officer in Charge, Jackson County Drug Task Force
Subject: 2014 Term and Supply Contract for the purchase of used vehicles

To whom it may concern,

The Jackson County Drug Task Force currently utilizes owned and leases vehicles for covert surveillance and undercover operations in narcotics investigations.

Because of the nature of narcotics investigations and the need for officer safety, confidentiality on the part of the vendor is of utmost importance. A covert law enforcement agency such as the Task Force must deal with contractors and vendors that can be trusted not to divulge information that would compromise an officer or an investigation. Knowing the background and history of a vendor that we deal with on a one-to-one basis is a necessity. In addition, there is a need for a wide variety of types and age of vehicles.

The Jackson County Drug Task Force, and numerous other law enforcement agencies in the metropolitan area, currently lease vehicles from Lifestyle Leasing and Northtowne Lincoln. Lifestyle leasing, over the years, has consistently demonstrated that they understand the need for confidentiality in dealing with law enforcement agencies and, have maintained that confidentiality for over ten years. Also, Lifestyle leasing and Northtowne Lincoln offer a wide variety of vehicles other than Chevrolet and General Motors vehicles. For the above reasons I respectfully request that Lifestyle leasing and Northtowne Lincoln be awarded the term and supply contract for the purchase of used vehicles for use by the Drug Task Force.

All costs associated with the purchase of these vehicles will be monies obtained through the Federal Equitable Sharing for Local Law Enforcement Agencies Department of Justice Asset Forfeiture Program.


Dan Cummings, Officer-in-Charge
Jackson County Drug Task Force



JACKSON COUNTY
Parks + Rec

Res. 18474

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

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

MEMORANDUM

TO: Anessa, Senior Buyer, Purchasing

FROM: Nicol Mancini, Parks + Rec

DATE: March 25, 2014

SUBJECT: Bid Used Vehicles No. 18-14

The Parks + Rec Department recommends Cable Dahmer Chevrolet as the lowest and best bid.



Michael D. Sanders, County Executive

Jackson County Missouri Invitation to Bid No. 18-14
Page 2 of 18

A TERM AND SUPPLY CONTRACT for the furnishing of Used Vehicles for use by Various County Departments.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed 24 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials _____ Minimum order, if applicable\$ _____

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Cable Dahmer Chevrolet PHONE NO: 816-254-3860
ADDRESS: 1834 S. Noland Rd. Independence, Mo FAX NO: _____
NAME OF AUTHORIZED AGENT (print or type): Adam Tobias DATE: 3-14-14
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Commercial Director
EMAIL ADDRESS OF AUTHORIZED AGENT: atobias@cabledahmer.com
FEDERAL ID NO: 44-0607435 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____

7.0 QUOTATIONS

01 Used Vehicles with no more than 20,000 miles

\$ 100 Above Below NADA Average Trade-In Value

02 Used Vehicles with over 20,000 miles and at least 2.3 years old

\$ 100 Above Below NADA Average Trade-In Value

SIGNATURE: <u>Bob James</u>	DATE: <u>3/18/2014</u>
NAME: <u>Bob James</u> (Print or Type)	PHONE: <u>816-521-7589</u>
TITLE: <u>Business Elite Account Specialist</u> (Print or Type)	CELL: <u>816-835-0472</u>
COMPANY NAME: <u>Cable Dahmer Chevrolet</u> (Print or Type)	FAX: <u>816-521-7645</u>
EMAIL ADDRESS: <u>bjames@cabledahmer.com</u> (Print or Type)	
WEB ADDRESS: <u>www.cabledahmer.com</u> (Print or Type)	

Jackson County Missouri Invitation to Bid No. 18-14
Page 2 of 18

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If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials MTB Minimum order, if applicable \$ _____

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Lifestyle Leasing & Northtowne Lincoln PHONE NO: 816-459-2707
ADDRESS: 101 N.E. Union Road, Kansas City, Mo 64118 FAX NO: 816-459-2708
NAME OF AUTHORIZED AGENT (print or type): Michael Brennan DATE: 3-10-14
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Fleet manager
EMAIL ADDRESS OF AUTHORIZED AGENT: mbrennan@lifestyleleasing@hotmail.com
FEDERAL ID NO: 73-1730255 52-12478 and/or SOCIAL SECURITY NO: _____
SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____


7.0 QUOTATIONS

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\$ 1500 Above/Below NADA Average Trade-In Value

02 Used Vehicles with over 20,000 miles and at least 2.3 years old

\$ 1000 Above/Below NADA Average Trade-In Value

SIGNATURE: 	DATE: 3-17-13
NAME: Michael Brennan (Print or Type)	PHONE: 816 459 2707
TITLE: Fleet Manager (Print or Type)	CELL: 816-645 9046
COMPANY NAME: Northtowne Lincoln & Lifestyle Leasing (Print or Type)	FAX: 816-259-2708
EMAIL ADDRESS: lifestyleleasing@hotmail.com (Print or Type)	
WEB ADDRESS: Northtowne Auto Group.com (Print or Type)	