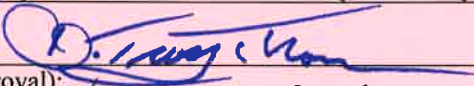
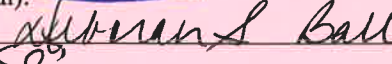



REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18477
 Sponsor(s): Bob Spence
 Date: April 14, 2014

SUBJECT	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance Project/Title: <u>Awarding a Twenty-Four Month Term and Supply Contract with Three Twelve Month extension options for the furnishing of Heavy Equipment Rentals for use by the Road & Bridge Division and the Parks + Rec Department to G.W. Van Keppel of Kansas City, KS; Hertz Equipment Rental of Kansas City, MO; Victor L. Phillips of Kansas City, MO and Murphy Tractor of Kansas City, MO under the Terms and Conditions of Invitation to Bid No. 22-14.</u>															
BUDGET INFORMATION <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;">\$38,000.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$38,000.00</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: Road & Bridge Estimated Use: \$30,000.00 Parks + Rec Estimated Use: \$8,000.00</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): \$51,000.00 Prior Year Actual Amount Spent (if applicable): \$26,409.00* *The difference is amounts between the two departments were in part of break downs, weather concerns, priority projects and downing a Boom Truck and Bucket Truck.</p>	Amount authorized by this legislation this fiscal year:	\$38,000.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$38,000.00	Source of funding (name of fund) and account code number						
Amount authorized by this legislation this fiscal year:	\$38,000.00															
Amount previously authorized this fiscal year:	\$															
Total amount authorized after this legislative action:	\$															
Amount budgeted for this item * (including transfers):	\$38,000.00															
Source of funding (name of fund) and account code number																
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): 17573, April 18, 2011															
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Anessa Culbertson, Senior Buyer, 881-3465															
REQUEST SUMMARY	The Road & Bridge Division of the Public Works Department and the Parks + Rec Department require a Term and Supply Contract for Heavy Equipment Rentals. Purchasing issued Invitation to Bid 22-14 in response to those requirements: A total of 24 notifications were distributed. Five responses were received of those one is considered non-responsive. <div style="text-align: center;">SECTION B - HEAVY EQUIPMENT RENTALS WITHOUT OPERATOR</div> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">BIDDER</th> <th style="text-align: left;">PRICE PER DAY</th> <th style="text-align: left;">PRICE PER MONTH</th> </tr> </thead> <tbody> <tr> <td>G.W. Van Keppel, Kansas City, KS</td> <td>No Bid</td> <td>\$2,400 - \$14,000</td> </tr> <tr> <td>Hertz Equipment Rental, Kansas City, MO</td> <td>\$330 - \$895</td> <td>\$2,250 - \$7,000</td> </tr> <tr> <td>Victor L. Phillips, Kansas City, MO</td> <td>\$420 - \$1,590</td> <td>\$3,375 - \$12,870</td> </tr> <tr> <td>Murphy Tractor, Kansas City, MO</td> <td>\$350 - \$3,000</td> <td>\$2,800 - \$22,000</td> </tr> </tbody> </table> <p>Note: No responses were received for Section A, Heavy Equipment Rentals with Operator.</p>	BIDDER	PRICE PER DAY	PRICE PER MONTH	G.W. Van Keppel, Kansas City, KS	No Bid	\$2,400 - \$14,000	Hertz Equipment Rental, Kansas City, MO	\$330 - \$895	\$2,250 - \$7,000	Victor L. Phillips, Kansas City, MO	\$420 - \$1,590	\$3,375 - \$12,870	Murphy Tractor, Kansas City, MO	\$350 - \$3,000	\$2,800 - \$22,000
BIDDER	PRICE PER DAY	PRICE PER MONTH														
G.W. Van Keppel, Kansas City, KS	No Bid	\$2,400 - \$14,000														
Hertz Equipment Rental, Kansas City, MO	\$330 - \$895	\$2,250 - \$7,000														
Victor L. Phillips, Kansas City, MO	\$420 - \$1,590	\$3,375 - \$12,870														
Murphy Tractor, Kansas City, MO	\$350 - \$3,000	\$2,800 - \$22,000														

	<p>Pursuant to Section 1054.6 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends to split award for the furnishing of Heavy Equipment Rentals for use by the Road & Bridge Division and the Parks + Rec Department to G.W. Van Keppel of Kansas City, KS; Hertz Equipment Rental of Kansas City, MO; Victor L. Phillips of Kansas City, MO; and Murphy Tractor of Kansas City, MO 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. When equipment is required, the departments will cost compare on the specific piece of equipment and length of need from all of these vendors to select the lowest cost.</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 G.W. Van Keppel, Hertz Equipment Rental, Victor L. Phillips and Murphy Tractor's bid.	
REVIEW	Department Director: 	Date: 4/3/14
	Finance (Budget Approval): If applicable N/A 	Date: 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.


**JACKSON COUNTY
Parks + Rec**

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: April 1, 2014

SUBJECT: Term and Supply Contract No.22-14
Heavy Equipment Rentals

The Parks + Rec Department recommends the lowest and best bid for each item is recommended. Each item with the lowest and best bid is listed below.

Parks + Rec expects to utilize \$8,000.00 in the next 12 months for Heavy Equipment Rentals.

Items Awarded to the following:

VAN KEPPEL	\$250.00	Items: 1, 2, 8, 9, 10, 12
HERTZ	\$7,250.00	Items: 4, 5, 6, 7, 11
VICTOR L. PHILLIPS	\$250.00	Items: 15
MURPHY TRACTOR	\$250.00	Items: 3, 13, 16

No one bided on List Item # 14



Michael D. Sanders, County Executive



Jackson County
Public Works Department

ROAD MAINTENANCE 34900 E. Old US 40 Hwy, P.O. Box 160
Grain Valley, Missouri 64029
(816) 847-7050 *phone*
(816) 847-7051 *fax*

MEMORANDUM

TO: Anessa Culbertson, Senior Buyer
FROM: Caroline Deihl, Public Works - Road Maintenance
DATE: April 1, 2014
SUBJECT: Heavy Equipment Rentals – Bid No. 22-14

Anessa, We have evaluated the above referenced bid for Heavy Equipment Rentals. We recommend the bid be split 50% to G W Van Keppel & 50% to Victor L Phillips.

\$ 30,000.00 budget

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L	Murphy	Hertz	United
				AMOUNT	Phillips Co	Tractor & Equipment Co	Equipment Rental Corp	Rentals
BID NO: 22-14 DATE: 3/25/14 COMMODITY: Heavy Equipment Rentals								
DESCRIPTION				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Quotation								
A	Heavy Construction Equip Rentals with Operator							
1	Bobcat 863			NO bid	NO bid	NO bid	NO bid	NO bid
	Reg Hours - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
2	Bobcat 873							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Rubber Tired Loader Backhoe							
3	John Deere 310D							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Track Loader							
4	Cat 63							
	Reg Hour - Price per hour							
	Overtime - Price per hour							

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L Phillips Co	Murphy Tractor & Equipment Co	Hertz Equipment Rental Corp	United Rentals
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	BID NO: 22-14							
	DATE: 3/25/14							
	COMMODITY: Heavy Equipment Rentals							
	Delivery charge			No bid	No bid	No bid	No bid	No bid
5	Cat 973							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Track Backhoe							
6	Samsung 130							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
7	Koehring 6633 (only)							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
8	Add breaker							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L Phillips Co	Murphy Tractor & Equipment Co	Hertz Equipment Rental Corp	United Rentals
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
BID NO: 22-14 DATE: 3/25/14 COMMODITY: Heavy Equipment Rentals								
9	Add tamper			Nobid	Nobid	Nobid	Nobid	Nobid
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Dozer							
10	Cat D3							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
11	Kamatsu D37							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
12	With Sheepsfoot							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Scraper							

NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L	Murphy	Hertz	United
				AMOUNT	Phillips Co	Tractor & Equipment Co	Equipment Rental Corp	Rentals
BID NO: 22-14 DATE: 3/25/14 COMMODITY: Heavy Equipment Rentals								
13	John Deere 862			No bid	No bid	No bid	No bid	No bid
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Trucks							
14	Single Axle Dump							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
15	Double Axle Dump							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
16	Lowboy Trailer/Trk							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
17	35 ton							

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L Phillips Co	Murphy Tractor & Equipment Co	Hertz Equipment Rental Corp	United Rentals
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	BID NO: 22-14							
	DATE: 3/25/14							
	COMMODITY: Heavy Equipment Rentals							
	Reg Hour - Price per hour			<i>no bid</i>	<i>no bid</i>	<i>no bid</i>	<i>no bid</i>	<i>no bid</i>
	Overtime - Price per hour							
	Delivery charge							
	18 50 Ton							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Foreman							
	19 Includes Truck							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
	Tub Grinder							
	20 Mobark 900							
	Reg Hour - Price per hour							
	Overtime - Price per hour							
	Delivery charge							
B	Heavy Construction Equip Rentals without Operator			<i>see bid</i>	<i>see bid</i>	<i>see bid</i>	<i>see bid</i>	<i>see bid</i>

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L Phillips Co	Murphy Tractor & Equipment Co	Hertz Equipment Rental Corp	United Rentals
				AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
BID NO: 22-14 DATE: 3/25/14 COMMODITY: Heavy Equipment Rentals								
1	Track Excavator to meet or exceed a Caterpillar Model 330D, operating weight: 71,460 lbs.							
	Price per day							
	Price per month							
	Delivery charge							
2	Track Excavator to meet or exceed a Caterpillar Model 325D, operating weight: 60,700 lbs							
	Price per day							
	Price per month							
	Delivery charge							
3	Hydraulic Hammer attachment to meet or exceed a Model H195, working weight: 14,520 lbs							
	Price per day							
	Price per month							
	Delivery charge							
4	Hydraulic Hammer attachment to meet or exceed a Model H140, working weight: 4,840 lbs							
	Price per day							
	Price per month							
	Delivery charge							
5	Backhoe Loader to meet or exceed a Caterpillar Model 450E, operating weight: 19,600 lbs							
	Price per day							

ABSTRACT OF BIDS

BID NO: 22-14	DATE: 3/25/14	COMMODITY: Heavy Equipment Rentals	NO	DESCRIPTION	UNIT	QTY	Van Keppel	The Victor L Phillips Co	Murphy Tractor & Equipment Co	Hertz Equipment Rental Corp	United Rentals
			NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
				Price per day							
				Price per month							
				Delivery charge							
			15	Dozer to meet or exceed a Caterpillar Model D-6T							
				Price per day							
				Price per month							
				Delivery charge							
			16	Bulldozer to meet or exceed a Caterpillar D5 or John Deere 650J							
				Price per day							
				Price per month							
				Delivery charge							
CERTIFICATION OF BID OPENING BIDS WERE PUBLICLY OPENED AND RECORDED ON: <u>March 25, 2014</u> , BY _____ CLERK OF THE LEGISLATURE <u>Amelia Cull</u> PURCHASING											

Jackson County Missouri Invitation to Bid No. 22-14

Page 2 of 39

A TERM AND SUPPLY CONTRACT on HEAVY EQUIPMENT RENTALS for use by the Road & Bridge Division of the Public Works Department and the Parks + Rec Department.

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 annually beyond its original term for a time, not to exceed 36 months, 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 JCP Minimum order, if applicable \$ N/A

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: G.W. VANKEPPEL Co. PHONE NO: 913-281-4800
ADDRESS: 1801 N. 9TH ST. KANSAS CITY, Ks. 66101 FAX NO: 913-281-4815
NAME OF AUTHORIZED AGENT (print or type): STEVEN PHILLIPS DATE: 3/21/14
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: GOVT. SALES MGR.
EMAIL ADDRESS OF AUTHORIZED AGENT: Sphilips@vankoppel.com
FEDERAL ID NO: 44-0573694 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: _____

B. HEAVY CONSTRUCTION EQUIPMENT RENTALS WITHOUT OPERATOR:

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
1.	Track Excavator to meet or exceed a Caterpillar Model 330D, operating weight: 71,460 lbs. Manufacturer & Model: <u>VOLVO EC330</u>	NO BID	\$8,000.-	\$300.- EACH WAY
2.	Track Excavator to meet or exceed a Caterpillar Model 325D, operating weight: 60,700 lbs. Manufacturer & Model: <u>VOLVO EC250</u>	NO BID	\$6,500.-	\$300.- EACH WAY
3.	Hydraulic Hammer attachment to meet or exceed a Model H195, working weight: 14,520 lbs. Manufacturer & Model: _____		NO BID	
4.	Hydraulic Hammer attachment to meet or exceed a Model H140, working weight: 4,840 lbs. Manufacturer & Model: <u>ALLIEN HAMMER GFS</u>	NO BID	\$6,000.-	\$200.- EACH WAY
5.	Backhoe Loader to meet or exceed a Caterpillar Model 450E, operating weight: 19,600 lbs. Manufacturer & Model: _____		NO BID	
6.	Backhoe Loader to meet or exceed a Caterpillar Model 430D, operating weight: 16,670 lbs. Manufacturer & Model: <u>VOLVO BL70B</u>	NO BID	\$2,400.-	\$300.- EACH WAY
7.	Padded Drum Vibratory Soil Compactor to meet or exceed a Caterpillar Model CP-563E, operating weight: 25,700 lbs. Manufacturer & Model: <u>VOLVO SA116F</u>	NO BID	\$4,800.-	\$300.- EACH WAY
8.	Pneumatic Tire Asphalt Compactor to meet or exceed a Caterpillar Model PS200C, operating weight: 40,000 lbs. Manufacturer & Model: <u>BOMAG BW2V</u>	NO BID	\$4,500.-	\$300.- EACH WAY

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
9.	Asphalt Reclaimer to meet or exceed a Caterpillar Model RM-300, operating weight; 42,470 lbs. Manufacturer & Model: <u>BOMAG MPH362</u>	NO BID	\$ 13,000.-	\$ 350.- EACH WAY
10.	Motorgrader to meet or exceed a Caterpillar Model 12M Manufacturer & Model: <u>VOLVO G940B</u>	NO BID	\$ 7,000.-	\$ 300.- EACH WAY
11.	Wheel Loader to meet or exceed a Caterpillar Model 938G with 3 yard bucket Manufacturer & Model: <u>VOLVO L90G</u>	NO BID	\$ 5,500.-	\$ 300.- EACH WAY
12.	Chip Spreader to meet or exceed an Etnyre 12" to 24" spreader width, variable head, 4 wheel drive Manufacturer & Model: <u>ETNYRE STANDARDS 4WD</u>	N/A	\$ 14,000.-	\$ 350.- EACH WAY
13.	Track Loader to meet or exceed a Case Model 1455B Manufacturer & Model: _____		NO BID	
14.	Crack Sealer to meet or exceed a Craftco Model 125 Super Shot Manufacturer & Model: _____		NO BID	
15.	Dozer to meet or exceed a Caterpillar Model D-6T Manufacturer & Model: _____		NO BID	
16.	Bulldozer to meet or exceed a Caterpillar D5 or John Deere 650J Manufacturer & Model: _____		NO BID	

NOTE: Equipment listed above are size requirements. If you are bidding an alternate, please list manufacturer and model number of equipment.

Response Time for Delivery of Equipment: 12-24 hours

Response Time for Maintenance Request: 12-24 hours

B. HEAVY CONSTRUCTION EQUIPMENT RENTALS WITHOUT OPERATOR:

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
1.	Track Excavator to meet or exceed a Caterpillar Model 330D, operating weight: 71,460 lbs. Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
2.	Track Excavator to meet or exceed a Caterpillar Model 325D, operating weight: 60,700 lbs. Manufacturer & Model: <u>DAEWOO 05SOLAR</u> Manufacturer & Model:	\$895	\$7000	See Note
3.	Hydraulic Hammer attachment to meet or exceed a Model H195, working weight: 14,520 lbs. Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
4.	Hydraulic Hammer attachment to meet or exceed a Model H140, working weight: 4,840 lbs. Manufacturer & Model: <u>STANLEY MB30EXS</u> Manufacturer & Model:	\$550	\$3,010	See Note
5.	Backhoe Loader to meet or exceed a Caterpillar Model 450E, operating weight: 19,600 lbs. Manufacturer & Model: <u>DEERE 710G</u> Manufacturer & Model:	\$393	\$2,925	See Note
6.	Backhoe Loader to meet or exceed a Caterpillar Model 430D, operating weight: 16,670 lbs. Manufacturer & Model: <u>DEERE 310SG</u> Manufacturer & Model:	\$330	\$2,250	See Note
7.	Padded Drum Vibratory Soil Compactor to meet or exceed a Caterpillar Model CP-563E, operating weight: 25,700 lbs. Manufacturer & Model: <u>BOMAG BW211D-4</u> Manufacturer & Model:	\$380	\$3,650	See Note
8.	Pneumatic Tire Asphalt Compactor to meet or exceed a Caterpillar Model PS200C, operating weight: 40,000 lbs. Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
9.	Asphalt Reclaimer to meet or exceed a Caterpillar Model RM-300, operating weight; 42,470 lbs. Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
10.	Motorgrader to meet or exceed a Caterpillar Model 12M Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
11.	Wheel Loader to meet or exceed a Caterpillar Model 938G with 3 yard bucket Manufacturer & Model: <u>CASE 621D</u> Manufacturer & Model:	\$445	\$3,950	See Note
12.	Chip Spreader to meet or exceed an Etnyre 12" to 24" spreader width, variable head, 4 wheel drive Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
13.	Track Loader to meet or exceed a Case Model 1455B Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
14.	Crack Sealer to meet or exceed a Craftco Model 125 Super Shot Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
15.	Dozer to meet or exceed a Caterpillar Model D-6T Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			
16.	Bulldozer to meet or exceed a Caterpillar D5 or John Deere 650J Manufacturer & Model: <u>NO BID</u> Manufacturer & Model:			

NOTE: Equipment listed above are size requirements. If you are bidding an alternate, please list manufacturer and model number of equipment.

Response Time for Delivery of Equipment: 24 (if in stock) / hours

Response Time for Maintenance Request: 3-4 or less / hours

Jackson County Missouri Invitation to Bid No. 22-14
Page 2 of 39

A TERM AND SUPPLY CONTRACT on HEAVY EQUIPMENT RENTALS for use by the Road & Bridge Division of the Public Works Department and the Parks + Rec Department.

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 annually beyond its original term for a time, not to exceed 36 months, 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 JP. Minimum order, if applicable\$ _____
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:
CONTRACTOR'S NAME: The Victor L. Phillips Co PHONE NO: 86-241-9290
ADDRESS: 4100 Gardner Ave, KC MO 64120 FAX NO: 816-241-1738
NAME OF AUTHORIZED AGENT (print name): Phil Brown DATE: 3-21-14
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Rental Manager
EMAIL ADDRESS OF AUTHORIZED AGENT: pbrown@vlpc.com
FEDERAL ID NO: 44-0390945 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: _____

B. HEAVY CONSTRUCTION EQUIPMENT RENTALS WITHOUT OPERATOR:

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
1.	Track Excavator to meet or exceed a Caterpillar Model 330D, operating weight: 71,460 lbs. Manufacturer & Model: <u>Case CX350 or Hyundai R360</u>	\$1,225 8 hrs	\$9,895 160 hrs	\$700 Round Trip
2.	Track Excavator to meet or exceed a Caterpillar Model 325D, operating weight: 60,700 lbs. Manufacturer & Model: <u>Case CX300 or Hyundai R300</u>	\$880 8 hrs	\$7,042 160 hrs.	\$700 Round Trip
3.	Hydraulic Hammer attachment to meet or exceed a Model H195, working weight: 14,520 lbs. Manufacturer & Model: <u>Okada Top 400 Energy Class 10,000 lbs.</u>	\$1,590	\$12,870	\$300 Round Trip
4.	Hydraulic Hammer attachment to meet or exceed a Model H140, working weight: 4,840 lbs. Manufacturer & Model: <u>Okada Top 270 Energy Class 5,000 lbs.</u>	\$875	\$6,543	\$300 Round Trip
5.	Backhoe Loader to meet or exceed a Caterpillar Model 450E, operating weight: 19,600 lbs. Manufacturer & Model: <u>NO Bid</u>	/	/	/
6.	Backhoe Loader to meet or exceed a Caterpillar Model 430D, operating weight: 16,670 lbs. Manufacturer & Model: <u>Case 5905N</u>	\$420 8 hrs	\$3,375 160 hrs	\$350 Round Trip
7.	Padded Drum Vibratory Soil Compactor to meet or exceed a Caterpillar Model CP-563E, operating weight: 25,700 lbs. Manufacturer & Model: <u>Dynapac CA260</u>	\$555 8 hrs	\$4,495 160 hrs.	\$350 Round Trip
8.	Pneumatic Tire Asphalt Compactor to meet or exceed a Caterpillar Model PS200C, operating weight: 40,000 lbs. Manufacturer & Model: <u>Dynapac CP274</u>	\$750 8 hrs	\$6,300 160 hrs	\$350 Round Trip

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
9.	Asphalt Reclaimer to meet or exceed a Caterpillar Model RM-300, operating weight; 42,470 lbs. Manufacturer & Model: <u>NO Bid</u>	/	/	/
10.	Motorgrader to meet or exceed a Caterpillar Model 12M Manufacturer & Model: <u>NO Bid</u>	/	/	/
11.	Wheel Loader to meet or exceed a Caterpillar Model 938G with 3 yard bucket Manufacturer & Model: <u>Case 721 or Hyundai HL757</u>	\$730 8 hrs.	\$5,913 160 hrs	\$350 Round Trip
12.	Chip Spreader to meet or exceed an Etnyre 12" to 24" spreader width, variable head, 4 wheel drive Manufacturer & Model: <u>NO Bid</u>	/	/	/
13.	Track Loader to meet or exceed a Case Model 1455B Manufacturer & Model: <u>NO Bid</u>	/	/	/
14.	Crack Sealer to meet or exceed a Craftco Model 125 Super Shot Manufacturer & Model: <u>NO Bid</u>	/	/	/
15.	Dozer to meet or exceed a Caterpillar Model D-6T Manufacturer & Model: <u>Case 2050</u>	\$1,000 8 hrs.	\$9,000 160 hrs	\$450 Round Trip
16.	Bulldozer to meet or exceed a Caterpillar D5 or John Deere 650J Manufacturer & Model: <u>Case 850</u>	\$515 8 hrs.	\$4,635 160 hrs.	\$350 Round Trip

NOTE: Equipment listed above are size requirements. If you are bidding an alternate, please list manufacturer and model number of equipment.

Response Time for Delivery of Equipment: 24 / hours

Response Time for Maintenance Request: 24 / hours

Jackson County Missouri Invitation to Bid No. 22-14
Page 2 of 39

A TERM AND SUPPLY CONTRACT on HEAVY EQUIPMENT RENTALS for use by the Road & Bridge Division of the Public Works Department and the Parks + Rec Department.

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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 annually beyond its original term for a time, not to exceed 36 months, 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 DD Minimum order, if applicable \$ 70

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Murphy Tractor & Equipment Co., Inc PHONE NO: 816-483-5000
ADDRESS: 8,00 NE Durkin Rd, Kansas City, MO 64111 FAX NO: 816-483-5721
NAME OF AUTHORIZED AGENT (print or type): Daniel Doolley DATE: 3/21/14
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: _____
EMAIL ADDRESS OF AUTHORIZED AGENT: _____
FEDERAL ID NO: 48-0942178 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: _____

B. HEAVY CONSTRUCTION EQUIPMENT RENTALS WITHOUT OPERATOR:

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
1.	Track Excavator to meet or exceed a Caterpillar Model 330D, operating weight: 71,460 lbs. Manufacturer & Model: <u>Deere 350D</u> Manufacturer & Model:	\$1000	\$9000	Call
2.	Track Excavator to meet or exceed a Caterpillar Model 325D, operating weight: 60,700 lbs. Manufacturer & Model: <u>Deere 290D</u> Manufacturer & Model:	\$900	\$8000	Call
3.	Hydraulic Hammer attachment to meet or exceed a Model H195, working weight: 14,520 lbs. Manufacturer & Model: <u>Kent KF45</u> Manufacturer & Model:	\$1000	\$9000	Call
4.	Hydraulic Hammer attachment to meet or exceed a Model H140, working weight: 4,840 lbs. Manufacturer & Model: <u>Kent KF35</u> Manufacturer & Model:	\$900	\$8000	Call
5.	Backhoe Loader to meet or exceed a Caterpillar Model 450E, operating weight: 19,600 lbs. Manufacturer & Model: <u>Deere 410K</u> Manufacturer & Model:	\$350	\$3000	Call
6.	Backhoe Loader to meet or exceed a Caterpillar Model 430D, operating weight: 16,670 lbs. Manufacturer & Model: <u>Deere 310SE</u> Manufacturer & Model:	\$935	\$7800	Call
7.	Padded Drum Vibratory Soil Compactor to meet or exceed a Caterpillar Model CP-563E, operating weight: 25,700 lbs. Manufacturer & Model: <u>Hamm 3412P</u> Manufacturer & Model:	\$1700	\$5000	Call
8.	Pneumatic Tire Asphalt Compactor to meet or exceed a Caterpillar Model PS200C, operating weight: 40,000 lbs. Manufacturer & Model: <u>MA</u> Manufacturer & Model:			

NO	EQUIPMENT	PRICE PER DAY	PRICE PER MONTH	DELIVERY CHARGE
9.	Asphalt Reclaimer to meet or exceed a Caterpillar Model RM-300, operating weight; 42,470 lbs. Manufacturer & Model: <u>Wirtgen WR2400</u> Manufacturer & Model:	\$3000 plus teeth	\$22000 plus teeth	Call
10.	Motorgrader to meet or exceed a Caterpillar Model 12M Manufacturer & Model: <u>Deere 670D</u> Manufacturer & Model:	\$900	\$8600	Call
11.	Wheel Loader to meet or exceed a Caterpillar Model 938G with 3 yard bucket Manufacturer & Model: <u>Deere 544K</u> Manufacturer & Model:	\$600	\$5400	Call
12.	Chip Spreader to meet or exceed an Etnyre 12" to 24" spreader width, variable head, 4 wheel drive Manufacturer & Model: <u>MA</u> Manufacturer & Model:			
13.	Track Loader to meet or exceed a Case Model 1455B Manufacturer & Model: <u>Deere 655C</u> Manufacturer & Model:	\$750	\$6500	Call
14.	Crack Sealer to meet or exceed a Craftco Model 125 Super Shot Manufacturer & Model: <u>MA</u> Manufacturer & Model:			
15.	Dozer to meet or exceed a Caterpillar Model D-6T Manufacturer & Model: <u>Deere 850K</u> Manufacturer & Model:	\$1000	\$9000	Call
16.	Bulldozer to meet or exceed a Caterpillar D5 or John Deere 650J Manufacturer & Model: <u>Deere 650J</u> Manufacturer & Model:	\$500	\$4500	Call

NOTE: Equipment listed above are size requirements. If you are bidding an alternate, please list manufacturer and model number of equipment.

Response Time for Delivery of Equipment: 24 / hours

Response Time for Maintenance Request: 24 / hours