

REQUEST FOR LEGISLATION

LEGISLATIVE OFFICE

OCT 15 2018



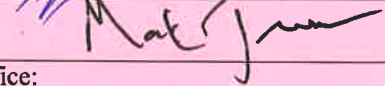
Completed by County Counselor's Office:

Res/Ord No.: 20021

Sponsor(s): Gred Grounds

Date: Oct. 22, 2018

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting authorization to increase Term and Supply Contract No. 25-17 with Alliance Pump and Mechanical Service of Independence, Missouri for Pump Maintenance Services for the Parks + Rec Department and the Facilities Management Division of the Public Works Department</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></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></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 type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table> <tr> <td>Department:</td> <td>Estimated Use:</td> </tr> <tr> <td>Parks + Rec Department</td> <td>\$15,000.00</td> </tr> <tr> <td>Facilities Management Division</td> <td>\$70,000.00</td> </tr> <tr> <td>Total</td> <td>\$85,000.00</td> </tr> </table> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department:	Estimated Use:	Parks + Rec Department	\$15,000.00	Facilities Management Division	\$70,000.00	Total	\$85,000.00
Amount authorized by this legislation this fiscal year:																			
Amount previously authorized this fiscal year:																			
Total amount authorized after this legislative action:																			
Amount budgeted for this item * (including transfers):																			
Source of funding (name of fund) and account code number:																			
Department:	Estimated Use:																		
Parks + Rec Department	\$15,000.00																		
Facilities Management Division	\$70,000.00																		
Total	\$85,000.00																		
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																		
<p>REQUEST SUMMARY</p>	<p>Term and Supply Contract No. 25-17 for Pump Maintenance Services was bid by the Purchasing Department in May, 2017 for the Parks + Rec Department and awarded to Alliance Pump and Mechanical of Independence, Missouri. Parks + Rec estimated their annual usage at \$15,000.00 and a Legislative Award process was not required. The contract was bid with the State of Missouri Wage Determination and the pricing is based on an hourly rate.</p> <p>In 2018 the Facilities Management Division began using the contract for the repair and maintenance of pumps in the Jackson County, Missouri facilities driving the annual usage up to \$25,000.00. The increase of need by the Facilities Management Division is due to the number of pumps in use as well as a change in departmental policy favoring preventative maintenance. Increasing the contract will help both departments continue to receiving the services necessary to keep their departments functioning smoothly.</p>																		
<p>CLEARANCE</p>	<p><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)</p>																		
<p>COMPLIANCE</p>	<p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals No Goals Assigned <input type="checkbox"/> VBE Goals</p>																		

ATTACHMENTS	The Abstract of Bids and the pertinent pages of Alliance Pump and Mechanicals bid documents	
REVIEW	Department Director: 	Date: 10-12-2018
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/15/18
	Division Manager: 	Date: 10/15/18
	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.



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

June 9, 2017

Alliance Pump & Mechanical Service, Inc.
Attn: Mr. Mark Peden
627 S. Cottage Avenue, Suite 206
Independence, Missouri 64050

Dear Mr. Peden:

Please consider this letter as Contract Award Notification for a Twenty-Four (24) Month Term & Supply Contract for the furnishing of **Pump Maintenance Services** for the use by **the Parks + Rec Department** as detailed below:

Bid No: **25-17**

Commodity: **Pump Maintenance Services**

Resolution No: **N/A**

Contract Term: **June 9, 2017 through June 8, 2019**

Jackson County Point of Contact: **Barbara Casamento, 816-881-3253, bcasamento@jacksongov.org**

Alliance Point of Contact: **Mark Peden, 816-833-8109, markpeden@alliancepump.com**

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the bid specifications.

CERTIFICATE OF INSURANCE

NOTE: INDICATE JACKSON COUNTY'S BID NUMBER ON ALL DOCUMENTS

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI

Q. Froy Thomas

Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT on Pump Maintenance Services for use by 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 3 - 12 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 mef. Minimum order, if applicable \$ 50.00

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:

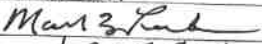
CONTRACTOR'S NAME: Alliance Pump & Mechanical Service, Inc. PHONE NO: 816-833-8109
ADDRESS: 6275 Cottage Ave, Ste 206 Independence MO 64060 FAX NO: 816-833-8035
NAME OF AUTHORIZED AGENT (print or type): Mark B Peden DATE: 5-9-2017
SIGNATURE OF AUTHORIZED AGENT: Mark Peden TITLE: President
EMAIL ADDRESS OF AUTHORIZED AGENT: markpeden@alliancepump.com
FEDERAL ID NO: 43-1898357 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: [Signature] DATE: June 12, 2017

8.0 QUOTATION

Number	Description	Price Per Hour
01	Hourly Rate for On-Site Repairs	\$ 75.00
02	Over Time Hourly Rate for On-Site Repairs on Saturday	\$100.00
03	Over Time Hourly Rate for On-Site Repairs on Sunday	\$150.00
04	Hourly Rate for In-Shop Repairs	\$ 75.00
05	Over Time Hourly Rate for In-Shop Repairs on Saturday	\$100.00
06	Over Time Hourly Rate for In-Shop Repairs on Sunday	\$150.00
07	Percentage Discount From List Price on Parts	20 %

Company Name: Alliance Pump & Mch. Serv. Inc	Web Site Address: www.alliancepump.com
Person Authorized to Sign Bid: Mark Peden	Telephone Number: 816-833-8109
Title: President	Fax Number: 816-833-8035
Signature: 	Email Address: markpeden@alliancepump.com
Street Address: 627 S. Cottage Ave., Ste. 205	
City, State and Zip Code: Indep., MO. 64050	

Barbara J. Casamento

To: Brian Gaddie
Subject: RE: Term and Supply Contract for Pump Repair No. 25-17 with Alliance Pump

Good Morning Brian:

Will do, I should have the RLA done and upstairs today, probably won't be introduced until 10/22 – but that is much faster than a rebid situation.

Have a good weekend.

BJC

From: Brian Gaddie
Sent: Friday, October 12, 2018 8:52 AM
To: Rick W. Gerla <RGerla@jacksongov.org>; Barbara J. Casamento <BCasamento@jacksongov.org>; John L. Johnson <jljohnson@jacksongov.org>; Brian P. Nowotny <BPNowotny@jacksongov.org>; Bob McMillin <BMcMillin@jacksongov.org>; Gary J. Hayes <GHayes@jacksongov.org>
Cc: Earnest E. Jones <EJones@jacksongov.org>
Subject: Re: Term and Supply Contract for Pump Repair No. 25-17 with Alliance Pump

Barb -

I agree with Rick and John. Would it be possible to give ourselves a little cushion? Given new direction in preventive maintenance and the number of these devices throughout the county I would suggest a cap of 70k or the ability to extend a less amount if necessary.

Thank you,
Brian

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: "Rick W. Gerla" <RGerla@jacksongov.org>
Date: 10/12/18 8:10 AM (GMT-06:00)
To: "Barbara J. Casamento" <BCasamento@jacksongov.org>, "John L. Johnson" <jljohnson@jacksongov.org>, "Brian P. Nowotny" <BPNowotny@jacksongov.org>, Bob McMillin <BMcMillin@jacksongov.org>, Brian Gaddie <BGaddie@jacksongov.org>, "Gary J. Hayes" <GHayes@jacksongov.org>
Cc: "Earnest E. Jones" <EJones@jacksongov.org>
Subject: RE: Term and Supply Contract for Pump Repair No. 25-17 with Alliance Pump

Barb,

Facilities Management is also good with Alliance.

From: Barbara J. Casamento
Sent: Wednesday, October 10, 2018 2:03 PM
To: John L. Johnson; Brian P. Nowotny; Bob McMillin; Brian Gaddie; Rick W. Gerla; Gary J. Hayes
Cc: Earnest E. Jones
Subject: RE: Term and Supply Contract for Pump Repair No. 25-17 with Alliance Pump

Thanks John

BJC

From: John L. Johnson
Sent: Wednesday, October 10, 2018 1:58 PM
To: Barbara J. Casamento <BCasamento@jacksongov.org>; Brian P. Nowotny <BPNowotny@jacksongov.org>; Bob McMillin <BMcMillin@jacksongov.org>; Brian Gaddie <BGaddie@jacksongov.org>; Rick W. Gerla <RGerla@jacksongov.org>; Gary J. Hayes <GHayes@jacksongov.org>
Cc: Earnest E. Jones <EJones@jacksongov.org>
Subject: RE: Term and Supply Contract for Pump Repair No. 25-17 with Alliance Pump

Barb,

Park Operations is good with Alliance.

Thanks,

John

From: Barbara J. Casamento
Sent: Wednesday, October 10, 2018 12:34 PM
To: Brian P. Nowotny <BPNowotny@jacksongov.org>; John L. Johnson <jljohnson@jacksongov.org>; Bob McMillin <BMcMillin@jacksongov.org>; Brian Gaddie <BGaddie@jacksongov.org>; Rick W. Gerla <RGerla@jacksongov.org>; Gary J. Hayes <GHayes@jacksongov.org>
Subject: Term and Supply Contract for Pump Repair No. 25-17 with Alliance Pump

Good Afternoon:

The above referenced Term and Supply Contract was bid in May of 2017 for the Parks + Rec Department for maintenance and repair of their pumps; Parks + Rec estimated their annual usage to be at \$15,000.00 so a Legislative Resolution and Award was not necessary. Chapter 10 of the Jackson County, Missouri Code requires all bids over \$25,000.00 to be approved by the Legislature. Facilities Management has begun using this contact for their pumps and the annual usage is very close to \$25,000.00 so action must be taken to make sure both departments have the goods and services they need and the contract is approved by the Legislature.

I have reviewed the contract and have discovered the following:

- (1) We are only 15 months into a possible 5 year contract;
- (2) Pricing on the contract is hourly and is determined by the State of Missouri Wage Determination.

I believe a good solution at this point would be to request that the Legislature approve the contract with a larger annual usage amount. I will check to make sure taxes and compliance are still in order for this vendor and since there was no CUP for Chapter 6 on this bid, I will ask the CRO if there would be a possibility of MBE/WBE/VBE goals.

If the CRO determines there would not be any goals; taxes and compliance are still good, I think we can do a RLA and get the higher amount approved.

At this point, I am assuming the vendor has done a good job, no news is usually good news, but I would like to hear from both Parks + Recs and Facilities Management on this.

Let me know.

BJC

Barbara J. Casamento

From: Thomas J. Wyrsh
Sent: Wednesday, October 10, 2018 1:42 PM
To: Barbara J. Casamento
Subject: RE: Existing Term and Supply Contract for Pump Repair

In going over the specs the CRO would not be able to set goals on this project. We have checked with both certification sites and used the NAIC codes and could not find adequate vendors for goals to be set. Thanks.

From: Barbara J. Casamento
Sent: Wednesday, October 10, 2018 1:00 PM
To: Thomas J. Wyrsh
Subject: Existing Term and Supply Contract for Pump Repair

Good Afternoon Tom:

Last year we bid a Term and Supply Contract for Parks + Rec for Pump Maintenance and Repair. At that time, only Parks + Rec used it and the annual award amount was \$15,0000 so we did not add a CUP or seek Legislative approval.

Facilities Management has discovered this contract and has been using it and we have come close to \$25,000.00 which requires Legislative approval. The contract has a State of Missouri Wage Determination on it and the pricing is hourly and is determined by the Wage Rate.

Because this contract has only been in use for 15 months (of a possible 60 months) and the vendor has performed well, I would like to request Legislative approval of the higher estimated annual amount, which may run up to \$50,000.00 – but I don't want to do that unless I have checked to see whether or not there would be any MBE/WBE/VBE goals on this type of work. Could you review the attached and tell me what you think?

I also would need to check to see if Alliance Pump and Mechanical Services of Independence, Missouri is in compliance.

Thanks for your help

Let me know if you need additional information.

BJC