

Resolution #20744



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

INVITATION TO BID NO. 13-21
ISSUED: March 24, 2021
PAGE 1 OF 29

Jackson County, Missouri is seeking bids for a Twelve (12) Month Term and Supply Contract, with One (1) Twelve-Month Options to Extend, for the furnishing of **HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE & REPAIR SERVICES** for the use by the Road & Bridge Division of the Public Works Department and other various County Departments as required.

Enclose your bid in a sealed opaque envelope with the above Invitation to Bid number written on the face of the envelope and deliver it to the Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106 no later than 2:00pm CST on April 20, 2021 otherwise your bid will be **REJECTED**. There will be a public opening of bids at 2:05pm CST on April 20, 2021, in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Bid Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Invitation to Bid is Keith Allen. All questions must be emailed to keallen@jacksongov.org as detailed under General Conditions, Item 5 on Page 9 of this Invitation to Bid.

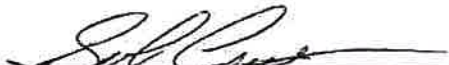
By submitting a Bid, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any bidder; and (2) to reject any or all offers; and (3) split the contract award for **HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE & REPAIR SERVICES**.

Your returned Bid **MUST** include of: (1) all pages of this Invitation to Bid, including the Affidavit on Page 3, fully executed and notarized; (2) Certificate of Compliance: bidder must have a Certificate of Compliance from the Jackson County Compliance Review Office and submit the Certificate of Compliance with this bid. If you do not have a Certificate of Compliance follow the instructions on Page 4 herein to obtain the Certificate. Failure to obtain and attach a Certificate of Compliance from the Jackson County Missouri Compliance Review Office may result in the **REJECTION OF YOUR BID**; (3) submit your quotation on the forms provided herein, do not include taxes as the County is tax exempt; (4) Statement of Contractor's Qualifications, Pages 5 and 6 hereof, fully completed and signed; (5) the Statement of No Bid, Page 7 hereof, if you do not intend to submit a bid; (6) Receipt of Addendum, Page 8, completed and signed; (7) the Bidder's Exceptions, Page 23, completed and signed; (8) the Contractor's signature portion of the Proposed Contract, Page 2 hereof, fully completed and signed by you; (9) the Required Submittals, Section 5, Page 20 hereof; and (9) Contractor Utilization Plan Form, fully completed and signed by you, Pages 24 through 27 hereof.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Bidder's response to Items 1, 2, 4, 5, 6, 7, 8 and 9. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Bidder or the Bidder's bid will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The Successful Bidder will have to provide a Certificate of Insurance as outlined in Paragraph 15 of the General Conditions on Page 10 and Exhibit A, Page 22 of this Invitation to Bid.



BOB CRUTSINGER
Director of Finance and Purchasing

A TERM AND SUPPLY CONTRACT for the furnishing of Heavy Construction Equipment: Parts, Maintenance and Repair Services for use by the Road & Bridge Division of Public Works and other 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 12th 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 12 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 RK. 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: American Equipment Co PHONE NO: 913-342-1450
ADDRESS: 3250 Harvester Rd Kansas City, KS 66115 FAX NO: 913-342-1377
NAME OF AUTHORIZED AGENT (print or type): Dylan Keith DATE: 3/31/01
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Vice President
EMAIL ADDRESS OF AUTHORIZED AGENT: dyan@americanequipment.us
FEDERAL ID NO: 43-1760393 and/or SOCIAL SECURITY NO: _____
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ MINORITY BUSINESS ENTERPRISE (MBE): _____
WOMAN OWNED (WBE): _____

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: [Signature] DATE: 8-13-2001

AFFIDAVIT

STATE OF Kansas)
) SS.
COUNTY OF Wyandotte)

Ryan Keith of the City of Kansas City
County of Wyandotte State of Kansas being duly sworn on her or his oath, deposes and says;
J & D Equipment Inc dba

1. That I am the Vice President (Title of Affiant) of American Equipment Co (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

J & D Equipment Inc dba
American Equipment Co (Name of Bidder)
By: Ryan Keith (Signature of Affiant)
Vice President (Title of Affiant)

Subscribed and sworn to before me this 12th day of April, 2021

Suzanne Wendt

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

State of Kansas

My Commission Expires: 2-2-2025





OFFICE OF THE COUNTY AUDITOR

COMPLIANCE REVIEW OFFICE

415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

CERTIFICATE OF COMPLIANCE NOTICE:

Effective September 21, 2020 all vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

Certificates of Compliance will be required to be submitted with any bid response on September 21, 2020 or after. Failure to comply with this requirement may result in the REJECTION of a bid.

**Vendors may complete a
Certificate of Compliance Application by visiting
www.jacomocompliance.com**

A Certificate of Compliance will certify that vendors meet the following requirements:

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31st of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.

QUESTIONS? Email compliance@jacksongov.org

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(Complete in full, Use attachments if necessary)

Name of Bidder: J & D Equipment Inc dba American Equipment Co	
Address with Zip Code: 3250 Harvester Rd, Kansas City, KS 66115	
Federal Tax I.D. Number: 43-1760393	
Check One: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/>	
If SOLE PROPRIETORSHIP , state name, address and phone number of owner:	
If CORPORATION :	
Date of Incorporation: 10/03/1996	Name of State(s) in which incorporated: Missouri
President's Name: Douglas E Keith	Vice-President's Name: Ryan E Keith Kent A Yahne
Secretary's Name: Luanne Keith	Treasurer's Name: N/A
If PARTNERSHIP :	
Is the Partnership: General <input type="checkbox"/> Limited <input type="checkbox"/> Association <input type="checkbox"/> (Check one)	
Date of Organization:	
Name and addresses of all partners:	
1.	
2.	
3.	
GENERAL INFORMATION:	
Percent of work to be done under the proposed contract by your own staff: 100%	
No. of Permanent Employees: 23	Geographical Limits of Operation: Eastern Kansas Western Missouri
No. of years in business: 25	
Have you ever done business under a different name: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, give Name and Location:	
Has contractor ever withdrawn or defaulted on a contractual obligation: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Check one)	
If Yes, state where and why:	

STATEMENT OF CONTRACTOR'S QUALIFICATIONS - Continued

Has Contractor ever been sued for breach of any contract? Yes No (Check one)

If Yes, Explain:

List Completed Contracts within the Past Three Years, Including Amount of Each:

City of Gardner, KS - 10' dump body, hydraulics, spreader - \$61,263.00
 KCMO Water Services Dept- 4 ea. dump bodies, hydraulics - \$160,870.00
 Jackson Co. Road & Bridge Div-2 ea. flatbeds, snowplows - \$52,518.00

List of Current Contracts, Including Amount of Each:

City of Mission, KS- dump body, hydraulics, snow plow, spreader-\$70,951.00
 City of Riverside,MO- 2 ea hydraulic spreaders - \$21,158.00
 City of Raytown, MO - dump body, hydraulics, plow, spreader - \$49,934.00

Customer Reference (state name, address, and phone number):

City of Lenexa, Chuck Bentzinger, 17101 W 87th Pkwy, Lenexa, KS 66219
 913-268-3555

List each subcontractor you plan to use if awarded the contract. If no, so state. None

SUBCONTRACTOR'S NAME & PHONE #	ITEM OF WORK	\$ AMOUNT OF CONTRACT	MBE/WBE

State any other relevant information concerning Contractor's history, credentials, responsibility and capabilities (If none, so state):

None

DBE STATUS Indicate status claimed:

1. Minority Owned Business (MBE) YES ___ NO X
 African American ___ Latino ___ Native American ___ Asian ___ Pacific Islander ___
2. Woman Owned Business (WBE) YES ___ NO X
3. Small Business YES ___ NO X

For consideration as an MBE, WBE or Small Business, a copy of any governmental entity or Minority Supplier Council certification must be attached.

Prepared by (print or type): <u>Luanne Keith</u>	Title: <u>Secretary</u>
Signature: <u>Luanne Keith</u>	Date: <u>4/12/2021</u>

STATEMENT OF NO BID

TO: Jackson County Purchasing Department
Jackson County Courthouse
415 East 12th Street, Room G1
Kansas City, MO 64106

We, the undersigned, have declined to submit a bid in response to the above Invitation to Bid for the following reasons(s):

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). _____

REMARKS _____

Company Name: _____

Signature: _____

Telephone: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 8 THRU 29 and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.

[Handwritten Signature]

Signature of Respondent

4/12/21

Date

AMERICAN EQUIPMENT CO.

Company Name

3250 HARVESTER ROAD

Address

KANSAS CITY KS. 66115

City, State, and Zip

913-342-1450

Phone

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the invitation in the form requested. The County reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" form. Bids submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** Any information relative to interpretation of specifications shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00pm CST on April 13, 2021**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadlines. Addendums to this Invitation to Bid will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his bid that he has received all Addenda issued and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. **IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.**
7. The County reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent 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.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. **Qualifications of Bidders:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. **Minority, Women and Veteran Business Enterprise Utilization:** Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org>, Government, County Code, Current Code, No. 6 Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

31. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

32. If awarded a Contract as a result of this bid; you 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.

33. All prices are to be FOB Destination to the delivery point; all shipping, packing and drayage charges are the responsibility of the bidder. COD shipments will not be accepted.

1.0 INTRODUCTION

- 1.1** Jackson County, Missouri is seeking bids for the furnishing HEAVY CONSTRUCTION EQUIPMENT: PARTS, MAINTENANCE & REPAIR SERVICES for use by the Road & Bridge Division of the Public Works Department and other Various County Departments as required.
- 1.2** Term of Contract: The term of this Agreement/Contract will be Twelve (12) Month Term & Supply Contract with One (1) 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 \$200,000 annually on this contract.
- 1.4** Jackson County, Missouri intends to make multiple awards on this Contract to serve Departments located within Jackson County, Missouri.

2.0 SPECIFICATIONS

2.1 REQUIREMENTS AND RESPONSIBILITIES OF SUCCESSFUL CONTRACTOR

- 2.1.1** Parts to be ordered or Equipment to be serviced: Heavy Construction Equipment owned by Jackson County, Missouri.
- 2.1.2** Successful Contractor shall be an established, fully operational repair facility regularly engaged in the business of providing maintenance and repair services for a minimum of five (5) consecutive years within the last seven (7) years.
- 2.1.3** Successful Contractor shall have a facility equipped with all tools, equipment and supplies necessary for servicing and repairing the equipment referenced herein.
- 2.1.4** Successful Contractor shall have technicians with experience in performing service related to, but not limited to maintenance and repair service to fleet equipment.
 - 2.1.4.1** Successful Contractor must have trained personnel qualified to provide the service required for this contract, and submit proof when requested.
- 2.1.5** Successful Contractor shall provide all parts, labor, equipment, materials, tools, method of communication and supervision necessary for heavy construction equipment parts, maintenance, and repair services.
- 2.1.6** All Equipment repairs and parts delivery must be complete within three (3) calendar days. If more than three (3) calendar days are required to complete all necessary maintenance and repairs, a request for extension may be obtained from the authorizing County Department. Four (4) hour service is required in emergency situations deemed emergency by the Department Head or his designee.
- 2.1.7** Equipment Security: The Successful Contractor shall have a secure area in which to store County owned equipment which are on the Contractor's premises for more than one (1) day. The 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. All necessary replacement or repair will be at the Successful Contractor's expense.

2.2 REPLACEMENT PARTS, MAINTENANCE & REPAIR SERVICES

- 2.2.1** All material and replacement parts shall be new. Replacement parts, if OEM parts, shall meet or exceed all OEM specifications.
- 2.2.2** Remanufactured, rebuilt or after-market parts may be used at the County's discretion. All rebuilt, remanufactured or after-market parts shall be approved by the authorizing Department prior to installation. Parts shall carry a minimum 90-day parts and labor warranty to the respective County Department immediately after installation.
- 2.2.3** **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.
- 2.2.4** **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.
- 2.2.5** **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.
- 2.2.6** **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.

2.3 HEAVY CONSTRUCTION EQUIPMENT

2.3.1 Sample Listing of Heavy Construction Equipment at the Road & Bridge Division of the Public Works Department which may need parts, maintenance, and/or repair services during the term of this contract is included herein for your convenience, but not limited to the following:

TRAILERS

2002 & 1996 Wind Dancer 1-ton Trailers
2005 Starlite 2005-82-H186OR Trailer
2002 Texas Bragg 14LA Trailer
2001 Texas Bragg 16HA Trailer
1999 Texas Bragg LEO10+2 Trailer
1991 Trailer King TK54BDU-402 Trailer
1984 Eager Beaver 35GHG Trailer
1994 Paris Custom 5 x 10 Tilt Trailer
1988 Interstate 8SAT Trailer
1999 Cargo Carrier 16 x 6 Storage Trailer
2002 CPS SBD-240 Belly Dump Trailer
1998 Black Hawk PRTN50TD3-T1 Trailer
1996 Buck Dandy 1000 LE Trailer
1999 Buck Dandy SIA Trailer
2001 Buck Dandy Utility Trailer

SPECIAL EQUIPMENT

2000 Broyce RJ350 self-propelled broom
1999 Hyundai R250L C-3 track excavator
Patch King asphalt patch box
2004 Craftco SS 125 DC/Supershot crack sealer

MOWERS

2004 John Deere 5520 tractor mower(s)
2006 John Deere 7220 tractor mower(s)
2006 Diamond LBR-050-CA attachment
2006 Diamond DBR-50-C attachment
2006 Diamond DBF063H flail mower attachment
2006 Diamond DBS024H 3 blade trimmer

MOTOR GRADERS

2002 New Holland RG170N grader
2002 Volvo G720 grader
1985 Caterpillar 12G grader
1975 Caterpillar 130G grader

LOADERS

1999 Caterpillar 416C backhoe
1985 Caterpillar 936 loader
1988 Case 1845C loader
1996 Case 1845C loader

2002 IHC/Etnyre asphalt distributor
1996 UGC Etnyre S4900/S-2000 asphalt distributor
1992 Caterpillar RR250 asphalt recycler
2002 Bandit 280 HD brush chipper
2004 Etnyre brine maker
2009 DuraMax cab controller one-man patch truck
2009 Pipe Hunters Jetter Perkins NJ3876, Giant GP72557
Water Truck/Jetter Perkins NJ3876, Giant GP72557

1999 Case 1845C loader
1997 Case 621B loader
1996 Case 621B loader
1998 Case 621B loader
2011 Bobcat loader
1996 Ford 675D backhoe
1990 John Deere 310C backhoe
2000 John Deere 410E backhoe
1997 John Deere 410E backhoe

DUMP TRUCKS

1994 - 2004 International 4900 - 4 x 2 series dump trucks
2006 - 2011 International 5400 - 4 x 2 series dump trucks
2011 International 7400 - 6 x 4 tandem axle dump trucks
2009 - 2010 International 74 - 4 x 2 single axle dump trucks
2001 International 2654 - 6 x 4 tandem axle dump truck
1980 GM Bison tandem axle truck

SNOW PLOWS

2004 & 2007 Boss RT3 power V plows
1996 Henke R1036 plows
2004 Henke 11' plow
1998 Henderson RSP SP
2000, 2002 & 2003 Henderson RSP 10x36 &
11x36 IS
1996 & 1997 Monroe MP36R10-BT plows
1960 & 1962 Balderson BV-10

MATERIAL SPREADERS

2004 & 2009 Hi-Way MP8 spreader
1997, 1998 & 2002 Henderson FSH 9x11 DH spreader
1996 Swenson 10' V-Box spreader
2003, 2004 & 2008 Warren AC-2420A-11 spreader
2000 Henderson FSH 9 x 10 x 409SS spreader
1999 & 2002 Henderson FSH 9 x 13" x 409SS
2011 Hi-Way E2500 15" stainless spreader
Wet tank applicators

ROLLERS

1998 Ingersoll DD-32 vibratory compactor
2002 Hyster C530-AH rubber tire roller

2.4 ORDERING REQUIREMENTS

2.4.1 PURCHASE ORDERS: Purchase Orders are issued on an "As Needed" basis when services and/or good are required. Blanket Purchase Orders covering a specific time period or for a specific dollar amount may be issued for convenient purposes. A Jackson County Purchase Order or Blanket Purchase Order, issued by the Purchasing Department **must be in place** with the successful Contractor **before services can be performed.**

NOTE: If awarded a Contract as a result of this bid you **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.**

2.4.2 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 stop work order was issued.

2.4.3 The Successful Contractor must be located in the Greater Kansas City metropolitan area, be a stocking distributor and have a source for rapid re-supply.

2.5 DELIVERY REQUIREMENTS

2.5.1 The County to arrange equipment delivery and/or towing to Successful Contractor's Location. Jackson County reserves the right to utilize either (a) County contracted vendors for towing, or (b) the Successful Contractor's towing service.

2.5.2 The County to arrange for pickup of equipment upon completion of service.

- 2.5.3 The County to arrange for pickup of parts unless provisions for delivery are made with the Successful Contractor at time of ordering.

2.6 INVOICING, PRICING AND PAYMENT

- 2.6.1 **COST ESTIMATE:** A cost estimate will be prepared and submitted to the Department ordering maintenance and repair service under this contract. The estimate must be reviewed and approved by the Department requesting service.
- 2.6.1.1 Estimates will be firm and accurate as possible without disassembly, if possible, and without delay to secure pricing from vendors.
 - 2.6.1.2 Labor hour cost will be at the rate shown in this Contract or lower.
 - 2.6.1.3 Costs will be referred to as the target cost.
 - 2.6.1.4 Ceiling Costs will be included on all estimates. The ceiling cost may not be exceeded without authorization of the applicable Department. When, during the course of maintenance and/or repair job, it becomes apparent that the ceiling costs will be exceeded, the Successful Respondent 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.
- 2.6.2 **INVOICES:** The Successful Contractor shall submit, on a timely basis, an itemized detailed statement of services rendered to the respective County Department, including the following information:
- 2.6.2.1 Itemized Detail of Repairs
 - 2.6.2.2 Parts or material used
 - 2.6.2.3 Labor hours and Hourly rate (Listed separate on invoice)
 - 2.6.2.4 License plate (or unit) number
 - 2.6.2.5 Odometer and hour readings when completed.
 - 2.6.2.6 For Parts Delivery Only: Include freight/shipping as separate line item (if applicable)
- 2.6.3 **FINAL PAYMENT** will be made only after delivery of the equipment and completion of the final acceptance inspection.
- 2.6.4 **PRICING:** Price Discount on parts, labor and repair rates are to be firm and fixed for the period of the contract. Prices will be based on percentage discounts from current printed prices lists as entered by supplier.
- 2.6.4.1 Percentages of Discount on Parts shall remain firm during the term of this contract.
 - 2.6.4.2 Price increases on labor and repair rates will be accepted during the term of the contract only under the following circumstances:
 - 2.6.4.2.1 Price increases apply to the general public
 - 2.6.4.2.2 Are stated in writing, with back up documentation by the Successful Contractor to the Purchasing Department.
- 2.6.5 **FUEL SURCHARGE:** No Fuel Surcharge allow during the term of this contract. The Successful Contractor will not bill Jackson County for any fuel surcharges throughout the term of this contract and any its extensions.
- 2.6.6 **PRICE INCREASES:** Price increases on labor and repair rates will be accepted during the term of the contract **only under the following circumstances:**
- 2.6.6.1 Price increases apply to the general public
 - 2.6.6.2 Price increases are stated **in writing** with back up documentation by the Successful Contractor to the Purchasing Department.
 - 2.6.6.3 Percentage of markup on parts shall remain firm during the Term of this Contract.

3.0 AWARD REQUIREMENTS

- 3.1 **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 Fifteen (15) under "General Terms and 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 the project.
- 3.2 **LICENSES AND PERMITS:**
- 3.2.1 The Successful Contractor must provide a copy of a current Missouri State Business License to the Purchasing Department within ten (10) Business Days after receiving Notification of Award. The copy of the Missouri State Business License must be received by the County prior to the commencement of any work on the project.
- 3.2.2 The Successful Contractor must provide upon written request evidence of current required Federal, State, Local and Occupational Licenses.
- 3.3 **W-9 FORM:** The Successful Contractor must provide a completed IRS W-9 Form for this contract.
- 3.4 The Successful Contractor shall be an established, fully operated repair facility regularly engaged in the business of providing repair services for a minimum for five (5) consecutive years within the last seven (7) years.
- 3.5 **Contractors Utilization Plan**
- 3.5.1 If goals are assigned to this Invitation to Bid (on Pages 25 through 28 herein), those goals are **REQUIRED**. If you do not complete these pages, your bid will be **REJECTED**.
- 3.5.2 Because this is a Term and Supply Contract, any goals will be estimated but will apply to final contracted amounts.

4.0 REQUIRED SUBMITTALS

- 4.1 The following information must be submitted with your response to this Invitation to Bid:
- 4.1.1 Listing of Additional services/pricing you are offering, if applicable
- 4.1.2 Contractor's Signature Portion, Page 2
- 4.1.3 Affidavit, Page 3
- 4.1.4 Compliance Review Form, Page 4; or a copy of a current Certificate of Compliance from Jackson County, Missouri as outlined above.
- 4.1.5 Statement of Contractor's Qualifications, Page 5-6
- 4.1.6 Acknowledgement of Receipt of Addenda, Page 8
- 4.1.7 Bidder's Quotation, Attachment 1, Pages 19-22
- 4.1.8 Bidder's Exceptions, Exhibit F, Page 24
- 4.1.9 Contractor's Utilization Plan, Pages 25-28
- 4.1.10 Acknowledgement, Plan 29
- 4.2 All responses to the Invitation to Bid 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 Respondent's name and address on the front.
- 4.4 Expenses and costs incurred in the preparation of bids in response to the Invitation to Bid are the sole responsibility of the Contractor 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. Jackson County, Missouri shall be the sole judge of the proposals 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 Nine (9) of this Invitation to Bid **by April 13, 2021 by 5:00 PM, CST.** Point of Contact for this Invitation to Bid is Keith Allen, email address keallen@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 action 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 contacts are grounds for REJECTION of the Bidder's proposal.

**ATTACHMENT 1
 BIDDER'S QUOTATION
 For
 JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21**

Jackson County, Missouri would like to have quotes and information the following Maintenance & Repair Service Labor Rates, Maintenance & Repair Services Offered, New Parts, Remanufactured, Rebuilt or After Market Parts and Pick-Up Service. If you provide additional services not listed below, please submit on your company's letterhead and indicate the additional services you have available and pricing for the additional services.

Section 1 – MAINTENANCE & REPAIR SERVICE

Quote pricing on hourly rate for labor during regular work hours and overtime work hours. Include days of operation and travel time, if applicable. Quote pricing for work to be completed in the Successful Contractor's Shop and/or at Jackson County Locations for those times when heavy construction equipment requires field service.

NO	DESCRIPTION	UNIT	COSTS
1	Labor rate (shop), Regular work hours Shop Days of Operation, regular work hours: <u>MONDAY THRU FRIDAY</u> Shop Hours of Operation, regular work hours: <u>8:00 AM TO 5:00 PM</u>	Hourly	\$ <u>100.00</u>
2	Labor rate (shop), Overtime work hours Shop Days of Operation, overtime work hours: <u>N/A</u> Shop Hours of Operation, overtime work hours: <u>N/A</u>	Hourly	\$ <u>N/A</u>
3	Labor rate (County Location), Regular work hours Shop Days of Operation, regular work hours: <u>N/A</u> Shop Hours of Operation, regular work hours: <u>N/A</u> Response time to County's request for service at a County Location: _____ hrs	Hourly	\$ <u>N/A</u>
4	Labor rate (County Location), Overtime work hours Shop Days of Operation, overtime work hours: <u>N/A</u> Shop Hours of Operation, overtime work hours: <u>N/A</u> Response time to County's request for service at a County Location: _____ hrs	Hourly	\$ <u>N/A</u>
5	Travel Charge (if applicable) for service call to a County Location for field service, Regular work hours	1 mile	\$ <u>N/A</u>
6	Travel Charge (if applicable) for service call to a County Location for field service, Overtime work hours	1 mile	\$ <u>N/A</u>
7	Estimate Fee for Repair (if applicable)	n/a	\$

A.) List all Shop locations including Point of Contact, complete address, phone number, and cell phone number (if applicable) for each location (add additional sheets on your company's letterhead if necessary to make bid complete):

AMERICAN EQUIPMENT CO.
RYAN KEITH (913-342-1450)
3250 HARVESTER ROAD
KANSAS CITY, KS. 66115

Section 2 – EQUIPMENT MANUFACTURER’S & MAINTENANCE & REPAIR SERVICE OFFERED

A.) List All equipment manufacturers you offer parts, maintenance, and repair services on (add additional sheets on your company’s letterhead if necessary to make bid complete): :

Please see attached list on letterhead

B.) List additional services and/or items (menu of additional services and/or items) and pricing for any additional services and/or items you offer the County (add additional sheets on your company’s letterhead if necessary to make bid complete):

N/A

C.) List number of qualified technicians available for work to be performed in the Successful Contractor’s Shop: 11

D.) List number of qualified technicians available for work to be performed at a Jackson County Location: N/A

Section 3 – PARTS, NEW

List manufacturer and percentage discount off manufacturers suggested list price you offer the County. If you need additional space, on your company’s letterhead submit any additional manufacturers and discounts you are offering the County for New parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a “no bid”.

Parts orders must include freight/shipping on estimate and invoice as separate line item, if any, and may be grouped into one fee for entire order.

NO	MANUFACTURER	DISCOUNT OFFERED
8		0 %
9		0 %
10		0 %
11		0 %
12		0 %
13		0 %
14		0 %
15		0 %
16		0 %
17		0 %
18		0 %
19		0 %
20		0 %
	DESCRIPTION	QUOTE
21	Delivery of Parts Available (circle one)	YES or <u>NO</u>
22	Delivery charge, if applicable	\$ N/A
23	Minimum Order for delivery of parts, if applicable	\$ N/A
24	Delivery time after receipt of request from the County for parts delivery	N/A hours

Section 4 – PARTS, REMANUFACTURED, REBUILT, OR AFTER-MARKET

List manufacturer and percentage discount off manufacturer’s suggested list price you offer the County for remanufactured, rebuilt or after-market parts. Prior approval by the County is REQUIRED for the use of Remanufactured, Rebuilt or After-Market Parts. If you need additional space, on your company’s letterhead submit any additional manufacturers and discounts you are offering the County for remanufactured, rebuilt or after-market parts. **NOTE:** If offering no discount, enter a zero or N/A. Leaving a blank indicates a “no bid”.

NO	MANUFACTURER	DISCOUNT OFFERED
8	N/A	%
9		%
10		%
11		%

12		%
13		%
14		%
15		%
16		%
17		%
18		%
19		%
20		%

Section 5 – PICK UP SERVICE

The Successful Contractor may be required to pick up different styles and types of equipment for repair. Indicate what type of Pick Up Services you can offer the County and include pricing for those pick up services (If you need additional space, on your company's letterhead submit with your bid response any additional information to make your bid complete):

N/A

SIGNATURE: <i>Rn Keith</i>	DATE: <i>4/12/21</i>
NAME: <i>Ryan Keith</i> (Print or Type)	PHONE: <i>913-342-1450</i>
TITLE: <i>Vice President</i> (Print or Type)	CELL:
COMPANY NAME: <i>American Equipment Co</i> (Print or Type)	FAX: <i>913-342-1377</i>
EMAIL ADDRESS: <i>Sales@americanequipment.us</i> (Print or Type)	
WEB ADDRESS: <i>www.americanequipment.us</i> (Print or Type)	

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times: its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

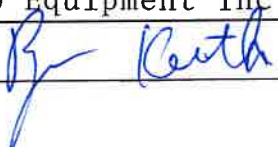
EXHIBIT F
BIDDER'S EXCEPTIONS
TO
SPECIFICATIONS
OF
JACKSON COUNTY, MISSOURI INVITATION TO BID NO. 13-21

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Invitation to Bid. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Specifications of Invitation to Bid No. xx-21 are requested by the undersigned Respondent: (Use additional pages, as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
	N/A

Name of Firm: J & D Equipment Inc dba American Equipment Co

Signature of Bidder: 



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

**JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN**

Bid/RFP/RFQ Number: 13-21
Bid/RFP/RFQ Title: Heavy Construction Equipment: Repair, Maintenance and Parts Service
Contracting Department: Road & Bridge Division – Public Works
Respondent: J & D Equipment Inc dba American Equipment Co

I, Ryan Keith, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0% MBE 0% WBE 0% VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ **CUP APPROVED:** _____

GFE RECEIVED: _____ **GFE APPROVED:** _____

CUP REVISED: _____ **REVISION APPROVED:** _____

APPROVED GOALS: _____ MBE _____ WBE _____ VBE

RES/ORD: _____ **AMT AWARDED:** _____

NOTES:

MBE SUBCONTRACTORS

Description		Bidder Response
A.	MBE Firm:	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
B.	MBE Firm:	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
C.	MBE Firm:	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		TOTAL MBE VALUE
		\$

Add Additional Pages as Necessary

WBE SUBCONTRACTORS

Description		Bidder Response
A.	WBE Firm:	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
B.	WBE Firm:	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
C.	WBE Firm:	INTERNAL USE ONLY Certifying Agency: _____ KCMO _____ State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
TOTAL WBE VALUE		\$

Add Additional Pages as Necessary

VBE SUBCONTRACTORS

Description		Bidder Response
A.	VBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		Certifying Agency: <u> </u> KCMO <u> </u> State of MO
		Approved: Y N
		Sub A Contract Value:
		\$
B.	VBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		Certifying Agency: <u> </u> KCMO <u> </u> State of MO
		Approved: Y N
		Sub B Contract Value:
		\$
C.	VBE Firm:	
	Address line 1:	
	Address line 2-include County:	
	Telephone Number:	
	President/Owner:	
	Email Address:	
	Certifying Agency	
	Expiration Date of Certification:	
	Scopes of Work Utilized:	
	Percentage of Contract Awarded:	
		INTERNAL USE ONLY
		Certifying Agency: <u> </u> KCMO <u> </u> State of MO
		Approved: Y N
		Sub B Contract Value:
		\$
		TOTAL VBE VALUE
		\$

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: *Ryan Keith*

Title: Vice President Email: ryan@americanequipment.us

Date: 4/12/2021 Phone: 913-342-1450

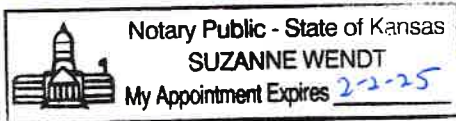
Subscribed and sworn to before me this 12th day of April, 2021.

My Commission Expires: 2-2-25

Suzanne Wendt

Notary Public

(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org