

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing of one Toro turf top dresser and one set of Toro mowing reels for use by the Parks and Recreation Department to Professional Turf Products of Overland Park, KS, under the terms and conditions of the City of Tucson, AZ Contract No. 083004-01, an existing government contract, at an actual cost to the County not to exceed \$39,283.14.

RESOLUTION #17580, April 25, 2011

INTRODUCED BY Fred Arbanas, County Legislator

WHEREAS, the County has a need for a Toro turf top dresser and one set of Toro mowing reels for use by the Parks and Recreation Department; and,

WHEREAS, the Parks and Recreation Department has determined to utilize Toro equipment to meet these needs to ensure compatibility with the County's existing equipment and spare parts inventory; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a contract for this purchase to Professional Turf Products of Overland Park, KS, under the terms and conditions of the National Intergovernmental Purchasing Alliance (NIPA) Contract between the City of Tucson, AZ and the Toro Company of Bloomington, MN, Contract No. 083004-01, an existing government contract, at an actual cost to the County not to exceed \$39,283.14.00; and,

WHEREAS, the NIPA contract requires equipment is to be purchased from local Toro

dealers and Turf Professional Products, Inc., is the regional Toro dealer for the Kansas City metropolitan area; and,

WHEREAS, the Director recommends award under section 1030.4, Jackson County Code, 1984, for the reason that this will allow the County to take advantage of discounts offered to large entities; now therefore,

BE IT RESOLVED that award be made under the existing government contract as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

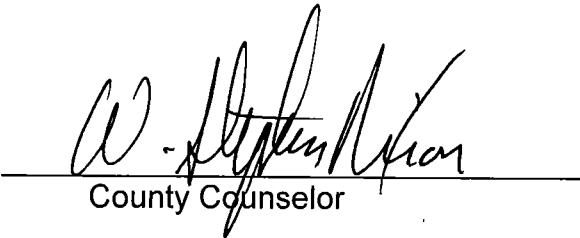
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17580 of April 25, 2011, was duly passed on April 25, 2011 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 7

Nays 0

Abstaining 0

Absent 2

4-26-11
Date

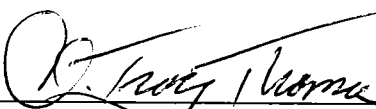


Mary Jo Spino, Clerk of Legislature

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.

ACCOUNT NUMBER: 300 1654 58110
ACCOUNT TITLE: Park Enterprise Fund
Recreational Programs
Heavy Machinery & Equip
NOT TO EXCEED: \$39,283.14

April 20, 2011
Date



Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION


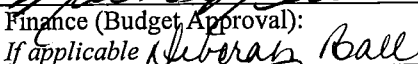
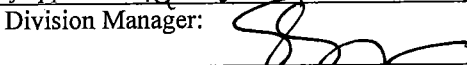
Completed by County Counselor's Office:

Res/Ord No.: 17580

Sponsor(s): Fred Arbanas

Date: April 25, 2011

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting authorization of the purchase of One (1) Toro Top Dress and One (1) Set of Toro Mowing Reels for use by the Parks & Recreation Department to Professional Turf Products of Overland Park, Kansas, in the amount of \$39,283.14 under the Terms and Conditions of the City of Tucson, Arizona Contract No. 083004-01, an existing government contract.</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>\$39,283.14</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>\$39,283.14</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$39,283.14</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; 003²⁰⁰-1654-58110, Park Enterprise Fund, Parks-Recreation Programs, Heavy Machinery & Equipment</td> <td>\$39,283.14</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: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$39,283.14	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$39,283.14	Amount budgeted for this item * (including transfers):	\$39,283.14	Source of funding (name of fund) and account code number; 003 ²⁰⁰ -1654-58110, Park Enterprise Fund, Parks-Recreation Programs, Heavy Machinery & Equipment	\$39,283.14
Amount authorized by this legislation this fiscal year:	\$39,283.14										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$39,283.14										
Amount budgeted for this item * (including transfers):	\$39,283.14										
Source of funding (name of fund) and account code number; 003 ²⁰⁰ -1654-58110, Park Enterprise Fund, Parks-Recreation Programs, Heavy Machinery & Equipment	\$39,283.14										
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): N/A Prior resolutions and (date): N/A</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Teddy Ballard, Senior Buyer, 881-3465</p>										
<p>REQUEST SUMMARY</p>	<p>The Parks & Recreation Department is requesting the purchase of one Toro Top-Dresser and one set of Toro Reel Mowers utilizing the National Intergovernmental Purchasing Alliance (NIPA) Contract between the City of Tucson, Arizona and The Toro Company of Bloomington, Minnesota. This NIPA contract states Toro equipment is to be purchased from local Toro dealers. Turf Professional Products Inc. of Overland Park, Kansas is the local Toro dealer for the Kansas City Metropolitan Area</p> <p>Pursuant to Section 1030.4 of the Jackson County Code 1984, the Director of Purchasing and Financing recommends the award of One (1) Toro Top Dress and One (1) Set of Toro Mowing Reels for use by the Parks & Recreation Department to Professional Turf Products of Overland Park, Kansas, in the amount of \$39,283.14 under the Terms and Conditions set for in the following existing government contract:</p> <p>Recommended Vendor Professional Turf Products Overland Park, KS</p> <p>Contract Number City of Tucson, Arizona Contract No. 083004-01</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance – Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	The pertinent pages of the City Tuscon, Arizona Contract No. 083004, Requisition No. RE321157576, and the Quote from Professional Turf Products Inc.	
REVIEW	Department Director: 	Date: 4-14-11
	Finance (Budget Approval): If applicable 	Date: 4-14-11
	Division Manager: 	Date: 4/15/11
	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.

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
268 W. ALAMEDA, 8TH FLOOR
TUCSON AZ 86726-7210

CONTRACT NO. 083004
CONTRACT AMENDMENT NO. 4
PAGE 1

CONTRACT OFFICER: LLOYD B. WINDLE III/SWB

THIS CONTRACT IS AMENDED AS FOLLOWS:

PARKS AND GROUNDS MAINTENANCE EQUIPMENT

The City of Tucson Contract No. 083004-01, is hereby RENEWED for an additional period beginning October 15, 2010 and ending October 14, 2011 pursuant to Special Terms and Conditions, Item 7.

All other terms, conditions and provisions shall remain the same and apply for the renewal period.

A. The following price sheets are valid for the referenced time frame:

1. 2011 Commercial Products Price List dated November 1, 2010 - October 31, 2011.
2. 2011 Toro Landscape Contractor Equipment (LCE) price sheet dated November 1, 2010 - October 31, 2011.
3. 2011 Compact Utility (Dingo) Equipment price sheet dated November 1, 2010 - October 31, 2011.

B. The following clauses are added to the Standard Terms and Conditions section of the referenced contract.

40. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.: By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

41. CHILD/SWEAT-FREE LABOR POLICY: The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

42. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the

Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 4th DAY OF October, 2010, AT TUCSON, ARIZONA.

[Signature] 10-2-2010
Signature Date

Peter E. Whitcomb - District Sales Manager
Typed Name and Title

The Toro Company
Company Name

8111 Lyndale Ave. S.
Address

Bloomington, MN 55420
City State Zip

[Signature]
Mark A. Nelhart, C.P.M., CPPB, A.P.P. CPM
As Director of Procurement and not personally

FMSP0 - Requisition(2)



Header

Line Items

Document Information

Doc ID: RE 321157910000

Ref ID:

Date: 04/05/11 Copy Only:

Buyer: EJC Send: [REDACTED]

Total Amount: 39,283.14

Requester Information

Invoice To: 0109

Requester: BRACCIANO JIM

Dept: 1654

Vendor Information

ID: MDC12400

Name: PROFESSIONAL TURF PRODUCTS, L

Address: PO BOX 201349

[REDACTED]
[REDACTED]
[REDACTED]

Shipping Information

Ship To: 0103

Name: KENNETH SPORTS COMPLEX

Address: JACKSON CO PARKS & RECREATION

151ST & HOLMES ROAD
[REDACTED]
KANSAS CITY, MO

Ship Via: [REDACTED]

Document 1 of 1

OK

Approve

Total

Defaults

Close

FMSP0 - Requisition(2)



Header

Line Items

Document ID: RE 321157910000 Date: 04/05/11 Amount: 39,283.1

Item ID/Description	UOM	Quantity	Price	Amount	I
100-401	EA	1	3,766.63	3,766.63	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
TAG-LOT 1463 PROPASS 180 0000-4107 T per quote on NIPAW156 Contract					
100-401	EA	1	0.00	0.00	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
44717 ProPass Bin Extension per quote on NIPAW156 Contract					
100-401	EA	1	0.00	0.00	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
44718 ProPass Upgrade to 5' Tallgate Op. per quote on NIPAW156 Contract					
100-401	EA	1	23,496.51	23,496.51	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
33455 5 Unit Transport Frame per quote on NIPAW156 Contract					

Summary

Detail

100-401	EA	1	0.00	0.00	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
33452 5 to 7 Unit Transport Frame Cover per quote on NIPAW156 Contract					
100-401	EA	7	0.00	0.00	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
03005 30" 5 Blade Cutting Unit per quote on NIPAW156 Contract					
100-401	EA	7	0.00	0.00	<input checked="" type="checkbox"/>
REPAIR/MAINTENANCE: AG 8 GRN Acct: 300-1654-58110-999-9999-11					
E1304 16" Semi-Pneumatic Wheels, Low P. per quote on NIPAW156 Contract					

Detail

OK

Total

Edit All

Approve

Close



Professional Turf Products, L.P.
 9108 Bond Street
 Overland Park, KS 66214
 (888) 776-8873 ext. 55471 // Fax (913) 599-0667
 Brad Davisson, SCPS
 davissonb@proturf.com



Quotation

Ship To	Jackson County Park Department	Date	3/4/2011
Bill To	Jackson County Park Department	Sales Tax Rate	
Contact	Steve Hall	Destination Charges	
Address	22807 Woods Chapel Rd.	Trade-In Allowance	
City	Blue Springs	Finance	
State	MO	Corporate Account	No
Zip	64015	National IPA, City of Tucson, AZ Contract NIPA0156	
Telephone	816-503-4873		
Fax	816-795-7938		

Qty	Part/Model #	Description	Unit Price	Extension
Material Handlers				
1	TAG-LOT-1463	PROPASS 180 0000-6107 (2006 Tow-Behind Model)		
1	44717	ProPass Bin Extension *Included with ProPass 200		
1	44718	ProPass Upgrade to 5" Tailgate Opening *Included with ProPass 200		
			Material Handlers \$	9,786.63
Reel Mowers				
1	33455	5 Unit Transport Frame		
1	33452	5 to 7 Unit Transport Frame Conversion Kit		
7	01005	30" 5 Blade Cutting Unit		
7	01304	16" Semi-Pneumatic Wheels, Low Profile - Pair		
			Reel Mowers \$	29,496.51

Summary

New Equipment

Material Handlers \$	9,786.63
Reel Mowers \$	29,496.51
Sales Tax \$	-
Equipment Total \$	39,283.14

Terms & Conditions:

- Pricing, including finance options, valid for 30 days from time of quotation.
- After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Rental Policy:

- Rental equipment will be delivered fully operational.
- Upon acceptance, customer is liable for all damage in excess of normal wear and tear while it is in his possession.
- In the event of rentals lasting longer than thirty days, the customer is responsible for all preventative maintenance required during the term.
- Only OEM parts, as designated by the manufacturer, are to be used for repairs and maintenance.
- Professional Turf Products will have sole discretion as to "Normal Wear and Tear".

Returns Policy:

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Terms:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.

- C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
 - E. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due Invoices.
 4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Teddy Ballard

From: Thomas J. Wyrsh
Sent: Tuesday, April 05, 2011 3:34 PM
To: Teddy Ballard
Subject: RE: compliance status - Professional Turf

Will enter and they will be in compliance. Thanks.

-----Original Message-----

From: Teddy Ballard
Sent: Tuesday, April 05, 2011 3:30 PM
To: Thomas J. Wyrsh
Subject: compliance status - Professional Turf

Tom,

Please send compliance status for the following vendor:

Professional Turf Products

New report attached.

Teddy