

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve (12) month term and supply contract with one twelve (12) month extension option for the furnishing of replacement parts and service for John Deere equipment, for use by the Public Works Department to Heritage Tractor, Inc. of Harrisonville, Missouri, under the terms and conditions of the City of Kansas City, Missouri Contract No. EV0154A, an existing government contract.

RESOLUTION #17192, March 1, 2010

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, by Resolution 17097, dated December 1, 2009, the legislature did award a twelve month term and supply contract for the furnishing of John Deere industrial equipment, replacement parts, and service for use by the Public Works Department to Murphy Tractor and Equipment of Kansas City, MO, under the terms and conditions of the City of Independence, Missouri Contract No. 118-09, an existing government contract; and

WHEREAS, Murphy Tractor and Equipment of Kansas City, MO, notified the Public Works department they are no longer servicing construction type John Deere tractors and mowers; and,

WHEREAS, the Public Works Department has a continuing need for replacement parts and service for construction type John Deere tractors and mowers; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a term and supply contract for the furnishing of the needed replacement parts and service for use by

the Public Works Department to Heritage Tractor, Inc. of Harrisonville, Missouri, under an existing government contract; 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 by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director of Finance and Purchasing 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 is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

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

APPROVED AS TO FORM:

Pamela Telling
Deputy/Assistant County Counselor

W. Snyder
Acting County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17192 of March 1, 2010 was duly passed on March 8, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

3.8.10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

This award is made on an as needed basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.


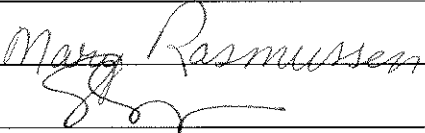
February 24, 2010
Date

D. [Signature]
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:
 Res/Ord No.: 17192
 Sponsor(s): Bob Spence
 Date: March 1, 2010

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve-Month Term and Supply Contract with One Twelve Month Extension Option for the furnishing of PARTS & SERVICE FOR JOHN DEERE EQUIPMENT for the Road & Bridge Division of the Public Works Department to Heritage Tractor Inc. of Harrisonville (Cass County), MO; under the Terms and Conditions of the City of Kansas City, Missouri Contract No. EV0154A, existing government contract.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Road & Bridge Dept Estimated Use: \$25,000.00</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p> <p>NOTE: Road & Bridge has been utilizing a City of Independence Contract with Murphy Tractor (Jackson County) of Kansas City for John Deere OEM Parts & Service. Murphy Tractor has notified Road & Bridge they are no longer servicing Construction Size/Type Tractors and Mowers (Green, Large Equipment).</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	<p>Prior ordinances and (date): N/A</p> <p>Prior resolutions and (date): N/A # 17097 12/1/09</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Teddy Ballard, Senior Buyer, 881-3465</p>										
REQUEST SUMMARY	<p>Road & Bridge needs John Deere Parts and Service for their larger construction type Tractors and Mowers (Green) and has requested to utilize the City of Kansas City, Missouri's Contract with Harrisonville Tractor (Cass County) of Harrisonville.</p> <p>Pursuant to Section 1030.04 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends a Twelve-Month Term and Supply Contract with One Twelve Month Extension Option for the furnishing of PARTS & SERVICE FOR JOHN DEERE EQUIPMENT for the Road & Bridge Division of the Public Works Department to Heritage Tractor Inc. of Harrisonville (Cass County), MO; under the Terms and Conditions of the City of Kansas City, Missouri Contract No. EV0154A, existing government contract.</p>										

	<p>The Director of Finance and Purchasing requests approval by the Legislature of this Contract which exceeds \$25,000.00. The Director of Finance and Purchasing has determined that due to higher volume discounts offered to larger purchasing groups and/or entities, he recommends the award be made under the following contracts:</p> <p>RECOMMENDED VENDOR: Heritage Tractor Inc. Harrisonville (Cass County)</p> <p>CONTRACT NUMBER City of Kansas City, Missouri Contract No: EV0154A</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>	
CLEARANCE	<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)	
ATTACHMENTS		
REVIEW	<p>Department Director: Jerry A Page, PE</p> 	<p>Date: 2/22/2010</p>
	<p>Finance (Budget Approval): <i>If applicable</i></p>	<p>Date: 2/22/10</p>
	<p>Division Manager:</p> 	<p>Date: 2/22/10</p>
	<p>County Counselor's Office:</p>	<p>Date:</p>

Pam Fellin

From: Teddy Ballard
Sent: Tuesday, February 23, 2010 11:30 AM
To: Pam Fellin
Subject: FW: contract needed

FYI

From: Kaye Merkle
Sent: Thursday, February 18, 2010 11:19 AM
To: Teddy Ballard
Cc: Samuel D. Davis
Subject: contract needed

Ms. Teddy, in the past we have serviced our mowing tractors with Murphy Tractor. They no longer service anything green they tell me. We are in need of a contract for parts/repair. I found out from Heritage Tractor in Harrisonville that they have a contract with Kansas City, Parks he thought, Contract #EV0154A. The buyer is Tom Kelly at 513-1590. Would it be possible to find out if it is in place and cooperative so we could utilize their contract instead of having to bid it? thanks

Kaye Merkle
PW Road Maintenance

Teddy Ballard

From: Kaye Merkle
Sent: Friday, February 19, 2010 2:44 PM
To: Teddy Ballard
Subject: Contract Heritage Tractor

Ms. Teddy, please proceed with approval for use of contract EV0145A, city of Kansas City, to Heritage Tractor, Harrisonville, MO, for repair/parts for John Deere Agricultural Equipment. I will spend \$25,000 from these accounts listed.

004-1506-7320 \$10,000
004-1506-6520 \$15,000

Kaye Merkle
PW Road Maintenance



MODIFICATION OF CONTRACT

1. Modification No.: 4 Effective Date: 11-01-09	2. Contract No.: EV0154A Effective Date: 10-01-05
3. Buyer: Thomas J. Kelly Telephone Number: (816) 513-1590	5. Vendor – Name and Address HERITAGE TRACTOR, INC. ATTN: DALE VANSLYKE 2606 ROCK HAVEN ROAD HARRISONVILLE, MO 64701
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

REPLACEMENT PARTS & SERVICE FOR JOHN DEERE FARM EQUIPMENT

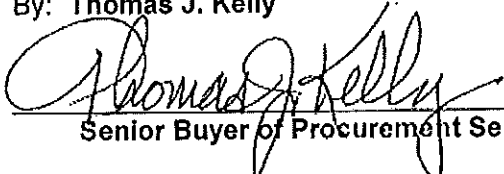
Contract **EV0154A** is renewed for one (1) year, at the current pricing level, November 1, 2009 to October 31, 2010, by exercising the fourth of five successive options to renew, the authority for which is contained in paragraph 5, SPECIAL INSTRUCTIONS AND CONDITIONS.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV0154A** remain unchanged.

8. City of Kansas City, Missouri

By: Thomas J. Kelly


Senior Buyer of Procurement Services

This Day: October 21, 2009



MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: 11-01-07	2. Contract No.: EV0154 Effective Date: 1-01-05
3. Buyer: Delois Moore Telephone Number: (816) 513-1163	5. Vendor – Name and Address HERITAGE TRACTOR, INC. ATTN: PERRY SHELTON 2806 ROCK HAVEN ROAD HARRISONVILLE, MO 64701
4. Issued By CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 th Street Kansas City, Missouri 64106-2793	
6. SPECIAL INSTRUCTIONS: Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.	

7. Description of Modification

REPLACEMENT PARTS AND SERVICE FOR JOHN DEERE FARM EQUIPMENT

Contract **EV0154** is renewed for one (1) year, at the current pricing level, November 1, 2007 to October 31, 2008, by exercising the second of five successive options to renew, the authority for which is contained in paragraph 5, SPECIAL INSTRUCTIONS AND CONDITIONS.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV0154** remain unchanged.

8. City of Kansas City, Missouri

By: Bennie Shivers, CPPC, CPPB


Assistant Purchasing Agent

This Day: October 18, 2007



22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64108

Phone: (816) 513-1161
Fax: (816) 513-1156

TERM SUPPLY AND SERVICE CONTRACT

THE City of Kansas City, Missouri, by authority of the Commissioner of Purchases and Supplies, does hereby accept, with modifications if any, the bid of Harrisonville Tractor (referred to hereafter as the Contractor), Bid Number EV000154, Closing Date of 10/13/2005.

A copy of the Contractor's signed bid is attached; items not awarded, if any, have been deleted. This bid with **INSTRUCTIONS AND CONDITIONS** and any **ADDENDA** is attached hereto and hereby made a part of this Contract.

No financial obligation shall accrue against the City until the Contractor shall make delivery pursuant to order of the Commissioner of Purchases and Supplies, and unless such order bears the written statement of the Director of Finance that there is a balance otherwise unencumbered to the credit of the appropriation to which the same is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations thereby incurred.

Supplier shall submit a performance bond to the City of Kansas City, Missouri with good and sufficient sureties in the sum of ---NONE REQUIRED--- for the faithful performance of this Contract. Bond shall be furnished within the time and in the manner prescribed in paragraph 18, Performance Bond Requirements, Instructions and Conditions.

The Commissioner of Purchases and Supplies for the City of Kansas City, Missouri shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, said Commissioner shall at his option declare this Contract void, and for any loss or damage by reason of such breach, whether this Contract is annulled or not, said Contractor and the sureties on said bond shall be liable.

The Contract is effective from November 1, 2005 to October 31, 2006

A brief description of the product and/or service follows: Replacement Parts and Service for John Deere Farm Equipment

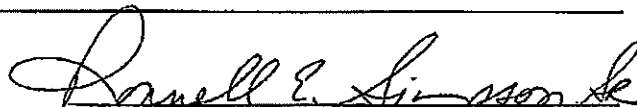
The Contract incorporates the following:

Bid No. EV000154, dated 09/14/2005, pages 1 thru 11.

Appendices No. N/A

Instructions and Conditions, pages A-1 thru A-8.

By: Ronnell E. Simpson, Sr.


Contracting Officer

Approved:


Commissioner of Purchases and Supplies

This Day of October 17, 2005



INVITATION FOR BID

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772
(816) 513-1161 FAX (816) 513-1156

BID NO. [EV00000154] BIDS CLOSE -- 2:00 PM [10-13-05]

DATE OF BID [09-14-05]

PAGE 1 OF 11

SHIP TO ADDRESS SHIP TO CODE [Z00]

CITY OF KANSAS CITY, MISSOURI
VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
KANSAS CITY, MISSOURI

THIS IS NOT AN ORDER

PRICES F.O.B. DESTINATION

BID FOR TERM SUPPLY AND SERVICE CONTRACT

Quantities stated herein represent an ESTIMATED USAGE for the period of time stated herein. Purchase Orders shall be placed for actual requirements as the need occurs.

REPLACEMENT PARTS AND SERVICE FOR JOHN DEERE FARM EQUIPMENT

CONTRACT PERIOD

From NOVEMBER 1, 2005

Through OCTOBER 31, 2006

REQUIRED DELIVERY DATE AS REQUIRED	VENDOR LEAD TIME ARO	PROMPT PAYMENT DISCOUNT TERMS	CONTRACTING OFFICER: RONNELL E. SIMPSON, SR. TELEPHONE NUMBER: (816) 513-1165
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READ CAREFULLY INSTRUCTIONS AND CONDITIONS ON ATTACHED PAGES NO. A-1 TO A-8

- Bid is subject to all conditions listed on this form and any attachment.
- Bid must be on the attached form 1215-035B or 1215-035E.
- Alternate Bids may be submitted. Give complete description of what you propose to furnish.
- Each Bid must be returned signed and sealed in a separate envelope with the bid number, bid closing date and hour shown on the face of the envelope.

NOTE: BIDDER MUST SIGN AND RETURN ALL CONTRACT PAGES, APPENDICES, AND ATTACHMENTS.

We/I hereby agree to furnish the items/services on which prices are quoted in accordance with instructions and conditions listed above and on the following pages and any attached specifications.

COMPANY NAME Harvigonville Tractor Co., Inc. DATE 10-13-05
 AUTHORIZED SIGNATURE Arvon L. Miller TITLE After Market Manager
 PRINT NAME Arvon L. Miller PHONE NUMBER 816-380-9021



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 2 OF 11

PRICES F.O.B. DESTINATION

SPECIAL INSTRUCTIONS AND CONDITIONS

REPLACEMENT PARTS AND SERVICE FOR JOHN DEERE FARM EQUIPMENT

1. **INTENT**

To solicit competitive Bids for Replacement Parts and Service for John Deere Farm Equipment.

2. **ORDERING AND SHIPPING INSTRUCTIONS AND LIMITATIONS**

2.1 Products needed will usually be ordered against a blanket purchase order issued by the Purchases and Supplies Division. The purchase order will be for a stated dollar amount and will terminate at time shown on purchase order or expiration of contract, whichever is earlier. Purchase orders for specific items and quantities may also be issued against this contract.

2.2 Any material on back order thirty (30) days beyond the expiration of the contract will be considered cancelled and any subsequent deliveries will be refused.

3. **AWARD**

Award will be made in the best interest of the City of Kansas City, to the lowest and best responsive offer.

4. **INSPECTION**

The City may inspect the bidder's equipment and place of business.

5. **RENEWAL OPTION - 5 YEAR - MULTI-YEAR CLAUSE**

5.1 The period of performance under the contract is for one (1) year at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price agreement for an additional five (5) one year periods.

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc.
AUTHORIZED SIGNATURE Aaron J. Miller

DATE 10-13-05
TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 3 OF 11

PRICES F.O.B. DESTINATION

- 5.2 The continuation of the incumbent Contractor in the option year(s) is a prerogative of the Contracting Officer and is not a contractual right of the Contractor. The Contracting Officer's decision as regards exercising the option(s) is not subject to appeal.
- 5.3 Option year prices will be determined by the Contracting Officer by negotiation with the Contractor. **Note: UNDER NO CIRCUMSTANCE SHALL AN INCREASE GREATER THAN THE FEDERAL C.P.I. (CONSUMER PRICE INDEX) ADJUSTMENT BE GRANTED. YEARLY INCREASES ARE NOT AUTOMATIC. THE VENDOR MUST SUPPLY WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.**

6. **TAXPAYER CLEARANCE**

In accordance with City Ordinance No. 010461, prior to making any payment under any contract that was awarded by means of a formal bid or formal proposal; the Contractor shall provide proof of compliance with the City tax ordinances administered by the Commissioner of Revenue. This tax clearance letter is obtained from the City Revenue Division. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal.

7. **VENDOR PRICING GUARANTEE**

The contracting Vendor guarantees that as a certified Vendor of the City, and by entering into this agreement, agrees not to sell to any other governmental agency at lower prices than specified in this contract. If lower prices are offered to other governmental agencies for the same product or service, then those same lower prices will be offered to the City and the Contract modified to reflect the lower price change.

8. **BUY AMERICAN PREFERENCE**

It is the preference of the City that any manufactured goods or commodities used or supplied in the performance of any City contract thereto shall be manufactured or produced in the United States whenever possible.

9. **NON-PERFORMANCE OPTION TO TERMINATE**

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in a written notice to the Contractor. The City shall be the sole judge of non-performance under the contract.

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-05
AUTHORIZED SIGNATURE Aaron A Miller TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 4 OF 11

PRICES F.O.B. DESTINATION

10. CONTRACT EXTENSION

This contract may be extended by the City of Kansas City at its sole option under the same terms and conditions despite the expiration of the original contract or any option to renew as long as the contract has not been expired for more than ninety (90) days.

11. CERTIFICATE OF INSURANCE

The successful bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within 21 calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

11.1 The City's Certificate of Insurance Form has all City required language included. An insurance agent must indicate coverage, complete, and sign the form. The coverage requirements are as follows:

General Liability:
\$1,000,000.00 Combined Single Limit per Occurrence

Automobile Liability:
\$1,000,000.00 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements

11.2 If a non-standard City form for insurance certification is utilized, it must:

- Name the City of Kansas City, Missouri as the certificate holder;
- Name the City of Kansas City, Missouri as an additional Insured;
- Provide cancellation notification to the City thirty (30) days before cancellation.
- Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.
- Any reference absent of obligation for failure to notify certificate holder must be deleted.

We/it hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-05
AUTHORIZED SIGNATURE Aaron J. Miles TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. BIDS CLOSE - 2:00 PM
[EV00000154] [10-13-05]

DATE OF BID PAGE 5 OF 11
[09-14-05]

PRICES F.O.B. DESTINATION

12. BID INFORMATION

Bids are mailed to the following address:

Purchases & Supplies Division
City of Kansas City, Missouri
22nd Floor, Room 2204, City Hall
414 East 12th Street
Kansas City, MO 64106-2790

The public bid opening will be held on Thursday, October 13 at 2:30 p.m., at the following address:

City of Kansas City, Missouri
25th Floor, Room F, City Hall
414 East 12th Street
Kansas City, MO 64106-2790

The bid results will be available ten (10) days after the bid opening. Please contact Ronnell Simpson at (816) 513-1165.

13. QUESTIONS AND ANSWERS

Any and all questions must be submitted in writing and addressed to:

Ronnell E. Simpson Sr.
Senior Contract Officer, Purchasing
City of Kansas City, Missouri
414 E. 12th St., Room 2204, City Hall
Kansas City, MO 64106

FAX: (816) 513-1156
E-Mail: ron_simpson@kcmo.org

All questions submitted will be answered in writing and sent to all prospective Vendors in the form of an Addendum Modification.

THE DEADLINE FOR QUESTIONS CONCERNING THIS IFB IS September 29, 2005.

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-05
AUTHORIZED SIGNATURE Aaron J. Miller TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 6 OF 11

PRICES F.O.B. DESTINATION

SPECIFICATIONS

REPLACEMENT PARTS AND SERVICE FOR JOHN DEERE FARM EQUIPMENT

1. **REPAIR ORDERS**

1.1 **Authorization of Work**

All work performed under this contract must be covered by a purchase order with proper certification of funds and a sufficient fund balance. Under no circumstances will work be performed that is not funded and authorized in advance. Any work performed that is not covered by a purchase order will be at the Contractor's risk and expense.

1.2 **Cost Estimates**

1.2.1 Prior to commencing work, a work order cost estimate will be prepared and submitted to the department ordering work under the contract. The estimate must be reviewed and approved by a departmental supervisor. The estimate may become a part of a purchase order issued for a single repair work order or be approved as part of a series of work orders issued against a blanket purchase order.

1.2.2 Estimates will be as firm and accurate as is possible without equipment disassembly and without delay to secure finite parts price from manufacturers. These costs will be referred to as the target cost.

1.2.3 All estimates will contain a ceiling cost. The ceiling cost may not be exceeded without the written authorization of the departmental supervisor. When, during the course of a repair job, it becomes apparent that the ceiling cost will be exceeded, the Contractor will immediately inform the departmental supervisor who approved the estimate, and prepare a new estimate with a revised target cost and a new ceiling cost. The revised estimates must be approved prior to incurring costs beyond the previously agreed ceiling cost.

1.2.4 Labor hour costs will be at the rate shown in this Contract or lower.

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisville Tractor Co., Inc.

DATE 10-13-05

AUTHORIZED SIGNATURE Arnold Miles

TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 7 OF 11

PRICES F.O.B. DESTINATION

1.3 Stop Work Orders

1.3.1 The City reserves the right to order, in writing, that all work cease on the work order.

1.3.2 The City will be obligated only for work performed up to the issuance of the stop work order.

1.4 Service Calls

Emergency service may be required twenty-four (24) hours per day, seven (7) days per week. The telephone number for after hours service: 816-806-3395

2. REPAIR ORDER PAYMENT

2.1 A fully itemized work order will be submitted to the department at the time delivery. It will contain detailed labor hours, price list of parts used, and other costs.

2.2 Final payment will be made only after delivery of the equipment and completion of the final acceptance inspection.

2.3 Invoices submitted for payment will reference and have attached a copy of the work order.

2.4 The City is obligated to promptly pay all valid invoices and to take prompt action to resolve any differences in regards to acceptance of work and payment.

3. WARRANTY

The vendor shall provide complete warranty information to the City department on all repair parts and labor repairs whether or not payment is made to the vendor. For the City to be in compliance with State law concerning maintenance documentation, it is imperative that the City receive copies of all invoices, non-warranty or otherwise.

4. GUARANTEE

All work will be guaranteed against any defect due to faulty material and/or workmanship. Replacement of defective parts and performance of additional labor shall be done at no cost to the City.

We/ hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisville Tractor Co., Inc. DATE 10-13-05
AUTHORIZED SIGNATURE Jason A. Miller TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 8 OF 11

PRICES F.O.B. DESTINATION

CLASS/ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE
		PRICING		
		<p>WE HAVE READ THE INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND SPECIAL INSTRUCTIONS AND CONDITIONS, AND PROPOSE TO FURNISH THE LISTED PARTS AND SERVICES FOR JOHN DEERE FARM EQUIPMENT AS FOLLOWS:</p> <p>PLEASE INCLUDE A STANDARD COPY OF THE LIST PRICE SHEET WITH BID. <i>List Prices are available at www.jdparts.deere.com</i></p>		
02280	1.	<p>DISCOUNT FROM CURRENT STANDARD PRINTED PRICE LIST. <i>Price list is electronically updated, not printed</i></p> <p>PRICE LIST NO. _____</p> <p>DATED: <u>Sept. 05</u></p>		<p><u>11</u> % DISCOUNT</p>
	2.	HOURLY RATE FOR SERVICE IN SHOP		<p>\$ <u>66.00</u> PER HOUR</p>
	3.	HOURLY RATE FOR SERVICE IN FIELD		<p>\$ <u>72.00</u> PER HOUR</p>

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-05
 AUTHORIZED SIGNATURE Aaron Miller TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64108-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 9 OF 11

PRICES F.O.B. DESTINATION

1. CONTRACT RENEWAL OPTIONS

1.1 OPTION YEAR ONE

NOVEMBER 1, 2006 THROUGH OCTOBER 31, 2007
ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

YES NO

1.2 OPTION YEAR TWO

NOVEMBER 1, 2007 THROUGH OCTOBER 31, 2008
ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

YES NO

1.3 OPTION YEAR THREE

NOVEMBER 1, 2008 THROUGH OCTOBER 31, 2009
ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

YES NO

1.4 OPTION YEAR FOUR

NOVEMBER 1, 2009 THROUGH OCTOBER 31, 2010
ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

YES NO

1.5 OPTION YEAR FIVE

NOVEMBER 1, 2010 THROUGH OCTOBER 31, 2011
ARE THE PRICES BID TO REMAIN FIRM AND FIXED PRICING?

YES NO

NOTE: UNDER NO CIRCUMSTANCE SHALL AN INCREASE GREATER THAN THE FEDERAL C.P.I. (CONSUMER PRICE INDEX) ADJUSTMENT BE GRANTED. INCREASES ARE NOT AUTOMATIC. THE VENDOR MUST SUPPLY WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-05
AUTHORIZED SIGNATURE Aaron A. Miller TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM
[10-13-05]

DATE OF BID [09-14-05] PAGE 10 OF 11

PRICES F.O.B. DESTINATION

2. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

Yes No

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-09
AUTHORIZED SIGNATURE Aaron A. Miller TITLE After Market Manager



INVITATION FOR BID
-Continuation Page

Purchases and Supplies Division
22nd Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2772

BID NO. [EV00000154] BIDS CLOSE - 2:00 PM [10-13-05]

DATE OF BID [09-14-05] PAGE 11 OF 11

PRICES F.O.B. DESTINATION

AUTHORIZED SIGNATURE

By submission of the IFB, the undersigned certifies that:

1. It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
2. It has not paid or agreed to pay any fee or commission or any other thing of value contingent up of this contract, to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
4. It has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: Aaron Miller
Signature: Aaron Miller
Title: After Market Manager
Company Name: Harrisonville Tractor Co., Inc.
Address: 2606 Rock Haven Rd.
City, State, Zip: Harrisonville, MO 64701
Telephone Number: 816-380-5021
Fax Number: 816-380-5011
E-mail Address: HTC @ Harrisonville Tractor. com

We/I hereby agree to furnish the items/services on which prices are quoted above and on subsequent pages in accordance with instructions and conditions listed above and on the previous and following pages and any attached specifications.

COMPANY NAME Harrisonville Tractor Co., Inc. DATE 10-13-05
AUTHORIZED SIGNATURE Aaron Miller TITLE After Market Manager



Modification of Contract

1. Modification No.: 1 Effective Date: 11-01-06	2. Contract No.: EV0154 Effective Date: 11-01-05
3. Buyer: Delois Moore. Telephone Number: (816) 513-1163	5. Contractor – Name and Address: Harrisonville Tractor Attn: Aaron L. Miller 2606 Rock Haven Road. Harrisonville, MO 64701
4. Issued By: City of Kansas City, Missouri Division of Purchases and Supplies 22nd Floor, City Hall 414 East 12 th Street Kansas City, Missouri 64106	

6. SPECIAL INSTRUCTIONS: Retain the signed copy of the modification and attach it to the original contract that was previously provided.

7. Description of Modification

Replacement Parts and Service for John Deere Farm Equipment

Contract **EV0154** is renewed for one (1) year, November 1, 2006 through October 31, 2007, at the current pricing level by the exercising of the first of five successive options to renew, the authority for which is contained in paragraph 5, **Special Instructions and Conditions**.

Taxpayer Clearance. In accordance with City Ordinance No. 010461, if the City renews a contract, the contractor shall provide new proof of tax compliance dated not more than ninety-(90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City Revenue Division.

All other parts of Contract **EV0154** remain unchanged.

8. City of Kansas City, Missouri

By: E. Ray Burnett, CPPO

Commissioner of Purchases and Supplies

This Day: October 23, 2006.