REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Ord No.: 19094

Sponsor(s): Tony Miller

Date:

February 29, 2016

SUBJECT	Action Requested Resolution Ordinance			
	Project/Title: <u>Authorizing the Lease</u> Department to Professional Turf Pr National IPA contract No. 120535, Finance, LLC of Cincinnati, Ohio a pursuant to Chapter 11 of the Jacks	oducts, L.P of Lenexa an existing governme and declaring certain p	, Kansas under the terms and nt contract with financing ca	conditions set forth in the rried by PNC Equipment
BUDGET	91			
INFORMATION	Amount authorized by this legisla			\$34,356.39
To be completed	Amount previously authorized this			
By Requesting	Total amount authorized after this			\$34,356.39
Department and	Amount budgeted for this item * (
Finance	Source of funding (name of fund)			
	300-1666-56790 Park Fund, Fred	Arbanas Golf Course,	Other Contractual Services	\$34,356.39
	Total			\$34,356.39
	* If account includes additional funds for oth OTHER FINANCIAL INFORMAT	ΓΙΟΝ:	in the account is: \$	
	No budget impact (no fiscal not			
	☐ Term and Supply Contract (fun		nual budget); estimated value	e and use of contract:
	Department:	Estimated Use: \$		
	77		10000 11	\$150 500 05 (C. 1. II)
	Five year Lease/Purchase; Annual I			\$170,782.95 (including
	\$250 financing fee and \$1 buy out i	ree) subject to appropr	riation of annual budget.	
	Prior Year Budget (if applicable): N	AT/A		
	Prior Year Actual Amount Spent (in			
PRIOR	Prior ordinances and (date):	r applicable). 14/71		
LEGISLATION	Prior resolutions and (date):			
CONTACT	The recording and (date):			
INFORMATION	RLA drafted by (name, title, & pho	ne): Jessica Johnson, S	Senior Buyer, 816-881-3465	
REQUEST	, , , , , , , , , , , , , , , , , , , ,			
SUMMARY	The Parks + Rec Department is requ Fred Arbanas Golf Course and requ that property be authorized. The su purchase price of new golf course n	uest that certain person urplus personal propert	al property be declared as Si by to be utilized as a trade-in.	urplus and the disposal of
	Descr	ription	Professional Turf	
			Products, Lenexa, KS	
	Cost	of Equipment	\$159,747.70	
		Discount	\$5,000.00	
	Net E	quipment Cost	\$154,747.70	
	Annu	al Payment	\$34,106.39	
	Pursuant to Section 1030.4 of the Jalease/purchase of golf course maint Products of Lenexa, KS under the to government contract in the amount Cincinnati, Ohio.	enance equipment for erms and conditions o	the Fred Arbanas Golf Cour f the National IPA Contract	se from Professional Turf No. 120535, an existing

	The Director of Finance and Purchasing recommends the purchase be made under this contract due to the higher volume discounts offered to larger government entities and/or buying groups.					
	The Director of Finance and Purchasing also recommends the unusable personal property on attached Exhibit A be declared surplus and unusable and disposed of pursuant to Chapter 11 of the Jackson County Code.					
CLEA	RANCE	Business License Ve	pleted (Purchasing & Deperified (Purchasing & Deperified (Purchasing & Deperimental Purchasing &		s Office)	
	CHMENTS			ec Department; the quote from Promunities Contract and Exhibit A		
REVIE	EW	Department Director:	I/eurma		Date: 2-16	
		Finance (Budget Approx If applicable			Date: 2/25/14	
	Division Manager: Date: 2/25/16					
		County Counselor's Offi	ice:		Date:	
Fiscal	Information	on (to be verified by B	sudget Office in Finar	nce Department)		
	This expen	diture was included in the	annual budget.			
	Funds for this were encumbered from the Fund in					
	is chargeab		nce otherwise unencumbe	e appropriation to which the expered in the treasury to the credit oution 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:					
				son County to pay any specific ar as each using agency places its or		
	This legislative action does not impact the County financially and does not require Finance/Budget approval.					

Fiscal Note:

This expenditure was included in the Annual Budget.

•			
	PC#		

Date: February 25, 2016		RES# 19094
Department / Division	Character/Description	Not to Exceed
Park Enterprise Fund - 300		
1666 - Fred Arbanas Golf Course	56790 - Other Contractual Services	34,356.39
		\$
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<u>→</u> .		70.
		
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	•	34,356.39

Buggeting 3

2/25/16



Michele Newman, Director (816) 503-4800 Fax: (816) 795-1234

MEMORANDUM

TO:

Jessica Johnson, Purchasing Department

FROM:

Dianne Kimzey, Parks + Rec

DATE:

February 12, 2016

RE:

Golf Course Equipment Lease

The Parks Department is requesting to initiate Legislative Action to approve a 5 year lease purchase for equipment for Fred Arbanas Golf Course from Professional Turf Products. The lease will allow the Department to replace equipment needed to maintain the greens over a period of time that's within budget.

The Department will be trading in older equipment that will be of no value to the Parks Department to offset the cost of this lease purchase.

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Brad Davisson
(888) 776-8873 ext. 5471
davissonb@proturf.com



Ship To	Fred Arbanas G	as Golf Course At Longview Lakes	Date	Date 1/14/2016
Quotation	National IPA Conti	Contract #120535 - Participating Agency #NIPA7169	Tax Rate	0.00000
Contact	Bob Mc Millan and	ı and Russell Bonneville		
Address	11100 View High Dr.	Dr.	Trade-In \$5,000.00	\$5,000.00
City	Kansas City, MO		Finance	
State	MO	Comments:	Account Type Contract	Contract
Postal Code	64134-4124	Trade value of \$5000 has been spread out over all five pieces of equipment and is reflected in the "Selling Price" column. Annual	pment and is ref	lected in the "Selling Price" column. Annual
Phone	(816) 761 9445	15 payment is based on February delivery and first bayment. PNC will require a \$250.00 documentation fee.	require a \$250.00	0 documentation fee.
Fax	(816) 763-3954			

400	Model #	Description 24 Month 36 Month 60 Month 60 Month	Salling Price
-	07384	Workman HDX 2WD (Kubota Gas)	
-	07316		
-	07388	Hand Throttle Kit (Not for HDX Auto)	
-	44242	Cushman Core Harvester Adapter Kit	
		Workman HDX	\$ 23,513.47
2	04510	Greensmaster 3300 TriFlex Hydraulic	
9	04655	14 BL Cutting Unit	
2	04626	Narrow Wiehle Roller (.200" Spacing) (Set of	
		(6	
9	04710	Groomer Drive (FR) (Set of 1) (Forward)	
9	04712	Groomer Reel, Spring Steel (Set of 1)	
2	30042	400 HOUR MAINTENANCE KIT:	
		GR3300/3320	
		GR3300 TriFlex	\$ 74,634.62
2	03170	Reelmaster 3100-D	
9	03181	27" 8 Blade Cutting Unit	
2	03172	27" Lift Arm Kit	
9	03186	27" Rear Roller Brush Kit (up to 2" HOC only)	
c	30063	ON DOWN THE THE PROPERTY OF TH	
7	2000	400 DOLI MAINENIANO NI KIMO 100	
		RM3100	\$ 61,599.61

	Selling Price	\$ 159,747.70	\$ (5,000.00)	\$ 154,747.70	
	ial CSC Payment				34,106.39
Finance Proposal (Continued)	5 yr. Annu	Sell Price	Trade-in Value	Total Sell Price	5 Annual Payments (CSC - \$1 Buyout) - First Payment February 15, 2016

Comments:

Terms & Conditions:

- 1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- 2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
 - Pricing, including finance options, valid for 30 days from time of quotation.
 - 4. After 30 days all prices are subject to change without notice.
- A. Upon firm customer commitment to purchase, said equipment availablity will be determined and "locked". 5. Used and Demo equipment is in high demand and availability is subject to change.
- B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- 6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements

Returns Policy:

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

Payment:

- 1. Terms are net 10 unless prior arrangements have been made.
 - 2. Quoted prices are subject to credit approval.
- A. PTP will work with third party financial institutions to secure leases when requested to do so.
- B. 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.
 - 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.

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Date:

CITY OF TUCSON DEPARTMENT OF PROCUREMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726 (520) 837-4137 ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535 CONTRACT AMENDMENT NO.: FOUR (4) PAGE 1 of 3

CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTS FIELD MAINTENANCE

- 1. Pursuant to Contract No. 120535, Special Terms and Conditions, Section 6, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 27, 2015 through November 26, 2016.
- 2. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:
 - 20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson,

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54, 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor falls to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

3. Paragraph 8 of the Special Terms and Conditions section is hereby replaced with the following paragraph;

INSURANCE:

The Contractor agrees to:

- Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage A. in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726 (520) 837-4137 ISSUE DATE: SEPTEMBER 15, 2015

CONTRACT NO.: 120535 CONTRACT AMENDMENT NO.: FOUR (4) PAGE 2 of 3

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CONTRACT OFFICER: JENN MYERS

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	To the state of the same
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
Ill. Workers' Compensation (applicable to the State of Arizona)*	WATER BOOK STATE OF THE STATE O
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- *1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS\$ 23-901 and specifically ARS \$ 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.
- D. ADDITIONAL INSURANCE REQUIREMENTS: All policies shall include, or be endorsed to include, the following provisions:
 - 1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor,
 - 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to

CITY OF TUCSON DEPARTMENT OF PROCUREMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726 (520) 837-4137 ISSUE DATE: SEPTEMBER 15, 2015 CONTRACT NO.: 120535 CONTRACT AMENDMENT NO.: FOUR (4) PAGE 3 073

CONTRACT OFFICER: JENN MYERS

maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

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

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND INDERSTANDING OF THE ABOVE AMENDMENT. 9(13/15) Signature Date	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 23 d DAY OF September 2015, AT TUCSON, ARIZONA.
Brad Hamilton, General Mar. Typed Name and Title	
The Toro Company Company Name	
8111 Lyndale Aw. S. Address	
brad. hamilton etoro. com Email Address	Matham Sam
Bloomington MN 55420	as Director of Procurement and not personally

CITY OF TUCSON DEPARTMENT OF PROCUREMENT 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701 P.O. BOX 27210, TUCSON, AZ 85726 (520) 837-4137 ISSUE DATE; APRIL 10, 2015

CONTRACT NO.: 120535 CONTRACT AMENDMENT NO.: THREE (3)

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CONTRACT OFFICER: JENN MYERS

THIS CONTRACT IS AMENDED AS FOLLOWS:

GROUNDSKEEPING, GOLF AND SPORTSFIELD MAINTENANCE EQUIPMENT

1. Per the Scope of Work, Section C. Service Requirements, Item 1. Financing, the following language shall be added to the contract:

Under the terms of this contract, the City or cooperative partners may lease, finance or use other lease/buy options to product within this contract.

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

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND PRIDERSTANDING OF THE ABOVE AMENDMENT. Signature 4-13-15 Date	IS HEREBY EXECUTED THIS 13 DAY OF APVIL 2015, AT TUCSON, ARIZONA.
Peter Whitaere, Sales Manager — State and Local Government Typed Name and Title	
The Toro Company Company Name	
SIII Lyndale Ave South Address	
Peter, whitacre@toro.com Email Address	WH. K
Bloomington MN 55420 City State Zip	As Director of Procurement and not personally

REQUEST FOR PROPOSAL NO. 120535
PAGE 32 OF 35
CONTRACT OFFICER: LLOYD B. WINDLE, II
PH: (520) 837-4105 / FAX; (520) 791-4735

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LICT	CATEGORY	DISCOUNT OFF
LIST		
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	%
	Commercial Equipment	21.8 %
	LANdsonpe Contractor	27.0 %
	Siteworks Systems	17.0%
В.	GOLF COURSE MAINTENANCE EQUIPMENT	%
	Commercial Equipment	21.8 %
	LANDSCAPE CONTRACTOR	27.0 %
	Siteworks Systems	17.0 %
C.	RELATED EQUIPMENT PARTS	
	Commercial Performance PARTS	UPTO 50%
		%
		%
D.	USED EQUIPMENT	
		N/A %
		<u>%</u>
		%
E,	BALANCE OF LINE	11/0
E ₁		70
	Commercial Equipment LANCISCAPE CONTRACTSR	21.8 %
	LANCISCAJE CONTRACTOR	27.0 %
	Siteworks Systems	17.0 %

Re	S.	1	9	0	9	4

	SURPL		ECLA	RAT	US DECLARATION FORM		
Date: 0/-27-20/6						Date Acquired:	ired:
Department Name: (~)/f	5408	Divis	Division #:	166	\0	Date Transferred:	sferred:
Point of Contact: Russell	Bonner	eville				Transferre	Transferred to (Dept):
Phone number: 816 62	45 85	187				Transfer Contact:	ontact:
Location of Surplus Item:	IF Cour	50 Ma.	inter	ance	e barn	Transfer C	Transfer Contact Ph #:
					Serial	Cost/Est	Condition of
Asset # Item Description	Inventory #	Make/Model	Year	Mileage	Number	Value	Vehicle
M246 Utility Velicle		clubase	%		F69635522904	125	Poor
M 126 Trycksjer	, C	ushman	46		94003304	125	bad
M 246 Tryckster	J	Cashman	36		95000/51	125	Bad
M 311 Tryckster		Johnan	26		95003412	125	Bed
MR 7518 Fee Mawer		lawhen	63		67043-000334	1, 5	you par
MA3519 TER MOLLICAT	20	Jacopen	60	4	67043-0000 7532		400 proc
MXB Rough Mower	7	45/20	8		2720100	100	bad
4239 Seder	1	4650	25		891010	1/0	posr
Moss blower	0	Olathe	28		6/0676	100/	poor
- blaver	0	lathe	8		570684	8	DOOF
MOST Sector		2/9/10	28		830924	00/	bad
M153 ARTATOR -6		lyon	88		92585	00/	NOOF
M2% Vesticut		1400	35		107144	5	1000
MISE DECK MONDET	,	1000	83		30782-10851	150	Pod
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	81-27-2016	nt Name: Colf	ontact: Russell	mber: 816 4	Location of Surplus Item: 604		Item Description	STEENS MOWEN	Wasser deck	ree Engle								2		
	Date:	Department Name:	Point of Contact:	Phone number:	Location c		Asset #	MR 3575	MOSHA	1								Revised 12-02		