# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Oct No.: 19355

Sponsor(s): Alfred Jordan January 23, 2017 Date:

SUBJECT	Action Requested  Resolution Ordinance  Project/Title: Awarding a Three Month Term and Supply Contract with one (1) twelve month option to extend for the furnishing of Lease of Vehicles for Covert Operations for the Sheriff's Office to Marple Fleet Leasing of Broomall, PA; under the Terms and Conditions of the Kansas City Board of Police Commissioners Contract No.
	2015-5, a competitively bid contract.
BUDGET INFORMATION To be completed By Requesting Department and Finance	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  * If account includes additional funds for other expenses, total budgeted in the account is: \$
	OTHER FINANCIAL INFORMATION:
	□ No budget impact (no fiscal note required) □ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: □ Department: □ Estimated Use: □ Sheriff's Office □ \$17,000.00  Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):
DDIOD	
PRIOR	Prior ordinances and (date):
LEGISLATION	Prior resolutions and (date):
CONTACT	
INFORMATION	RLA drafted by (name, title, & phone): Jessica Johnson, Senior Buyer, 881-3265
REQUEST	Shariffic Office are nine a Toron and Sounds Contract for the familialization of Validate Leaves for Count Operations
SUMMARY	Sheriff's Office require a Term and Supply Contract for the furnishing of Vehicles Leases for Covert Operations.  Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Three Month Term and Supply Contract with One Twelve Month Option to Extend for the furnishing of Lease of Vehicles for Covert Operations to Marple Fleet Leasing of Broomall, PA, under the Terms and Conditions set forth in the Kansas City Board of Police Commissioners Contract No. 2015-5, a competitively bid government contract.  The Director of Finance and Purchasing recommends the purchase made under this contract due to higher volume discounts offered to larger government entities.
	This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount.
CLEARANCE	<ul> <li>☐ Tax Clearance Completed (Purchasing &amp; Department)N/A</li> <li>☐ Business License Verified (Purchasing &amp; Department)N/A</li> <li>☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</li> </ul>
ATTACHMENTS	Memorandum from Captain David Epperson, Sheriff's Office; Pertinent pages of Kansas City Board of Police
	Commissioners Centract No 2015-5
REVIEW	Department Directors Que Que Vivale Vivale

Finance (Budget Approval):  If applicable	Date: 1/18/17
Division Manager:	Date:1/18/17
County Counselor's Office:	Date:

]	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 #				
1	Funds sufficient for this appropriation are available from the source indicated below.				
	Account Number:	Account Title:	Amount Not to Exceed:		
	Account Ivamoci.				

# OFFICE OF JACKSON COUNTY, MISSOURI SHERIFF INTER-OFFICE MEMORANDUM

**TO: Jessica Johnson** 

FROM: Captain David Epperson

DATE: 01/05/2017

SUBJECT: Request for MARPLE Fleet Leasing Term and Supply Contract

Jessica,

I am submitting this memorandum to request your consideration in making MARPLE Fleet Leasing a Term and Supply vendor for Jackson County Sheriff's Office for the purpose of leasing three vehicles for use by Task Force Officers.

The Jackson County Sheriff's Office currently has three task force officers deployed at varying positions with outside agencies. The MARPLE Fleet Leasing program provides leased vehicles, at a low cost, which match the needs of our agency. This company also supplies leased vehicles to other jurisdictions who have been extremely please with the quality and price of the vehicles.

If the Term and Supply contract is approved the Sheriff's Office estimates a yearly annual expenditure of \$16,020.00 to be reimbursed through grant funding, specifically allocated for vehicle allowances, articulated in Memorandums of Understanding with the granting agencies. Thank you for your consideration.



Darryl Forté Chief of Police

#### **Headquarters Building**

1125 Locust Kansas City, Missouri 64106 www.kcpd.org

(816) 234-5000

May 11, 2016

Mr. John Loughrey Marple Fleet Leasing 3015 West Chester Pike Broomall,PA 19008

Dear Mr. Loughrey:

Please consider this letter as notification that the Board of Police Commissioners has approved a one-year contract with your company to provide the lease of covert vehicles with an option to renew for two additional one-year periods. This is the first renewal for this contract. The contract period will be May 1, 2016 through April 30, 2017.

Should you have any questions regarding this contract, please contact me at (816) 234-5376.

Sincerely,

Tony Rizzo
Purchasing Section

Board Of Police Commissioners
Proposal No. 2015-5

Leasing of Undercover Vehicles

Due: March 31st, 2015

MFL MFL Marple Fleet Leasing

**COPY** 

Marple Fleet Leasingst 3015 West Chester Pike Broomall, PA 19008 610-356-3727



March 26th, 2015

Board of Police Commissioners 1125 Locust Street Kanas City, MO 64106

Re:

Lease of Vehicles For Covert Operations

Proposal No. 2015-5

Please accept this cover letter and the accompanying sections as Maple Fleet Leasing's response to the Request for Proposal issued by the Kansas City Board of Police Commissioners with a bid opening date of March 31st, 2015.

Marple has been in the business of providing transportation solutions to governmental agencies since 1972. Marple currently services several governmental agencies under the same basic structure being outlined in this RFP.

Marple's senior management possesses substantial experience and expertise in vehicle acquisition and financing, fleet optimization and cost management, maintenance and fueling, and remarketing.

The company point of contact for this RFP is John Loughrey, telephone number (203) 455-4667, email address <u>iloughrey@marplefleetleasing.com</u>.

Very truly yours,

Marple Fleet Leasing, LLC

John F. Loughrey Contract Manager

## VENDOR INFORMATION SHEET

1.	Firm Submitting Bid:	Marple Fleet Leasing, LLC			
2.	Address:	3015 West Chester Pike			
		Broomall, PA 19008			
3.	Phone Number:	610-356-3727			
4.	Fax Number:	610-356-3769			
5.	E-mail Address:	jloughrey@marplefleetleasing.com			
6.	Federal Tax Number:	23-3097253			
7.	Name of Person(s) Handling This Account Upon Award of Bid:				
	John Loughrey				
8.	Number of Years Your Com	pany Has Been in Business: <u>43</u>			
	경제상(1888년 1981년 - ) : [전문자] [문화 시간() (원화장 1888년 1888년 - )	3/27/15 Date Ill terms listed in the bid document.			

# COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

1. This section is optional, it will not affect bid award. If the Board of Police Commissioners awarded you the proposed contract, would you sell the exact items as specified in this proposal, under the prices and terms of this contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F. 0. B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES X NO

INITIALS /

- 2. Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Proposal and any subsequent term contract.
- There shall, however, be no obligation under the cooperative procurement agreement for any organization by MACPP to utilize the proposal or contract unless they are specifically named in the Invitation for Proposal as a joint respondent.
- 4. All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The Board of Police Commissioners has sole authority to modify the contract and the PCO to handle disputes regarding the substance of the contract. The PCO is Ellen Mayfield, Kansas City, Missouri Police Department.
- Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

# Federal Award Verification Form

Name of Company				
•				
Marple Fleet Leasing, LLC				
Street Address: 3015 West Chester Pike				
City, State, Zip Code: <u>Broomall, PA 19008</u>				
Phone Number: (610) 356-3727				
/e here by certify:				
Vendor certifies that neither it nor its principals are suspended or debarred from contracting for goods or services that are purchased from federal awards.				
3/27/15 Signature of Authorized Person Certifying				
Date Date				
John Loughrey				
Print Name and Title				

#### **BOARD OF POLICE COMMISSIONERS**

1125 LOCUST STREET KANSAS CITY, MISSOURI 64106

Alvin Brooks

PRESIDENT Michael Radar

VICE PRESIDENT Angela Wasson-Hunt TREASURER 816-234-5055 Fax: 816-234-5333

www kepd.org

David V. Kenner SECRETARY-ATTORNEY

Mayor Sylvester "Sly" James Jr. MEMBER

March 11, 2015

Proposal No. 2015-5

#### LEASE OF VEHICLES FOR COVERT OPERATIONS

The Board of Police Commissioners (BOPC), Kansas City, Missouri Police Department, is seeking proposals from prospective vendors for the lease of vehicles, subject to the conditions and specifications set forth. The contract period will be from May 1, 2015 through April 30, 2016, with an option to renew for two (2) additional one year periods based upon mutually agreeable pricing, availability of funding and quality of service.

#### TERMS AND CONDITIONS

1. Only proposals received prior to the specified opening time and contained in a sealed envelope marked with the bid number will be considered.

**OPENING:** 

1:00 p.m., Tues, March 31, 2015

POLICE HEADOUARTERS BUILDING

1125 LOCUST

KANSAS CITY, MISSOURI 64106

- 2. Proposals delivered by courier will be accepted by the Purchasing Section, located on the second floor of Police Headquarters. Couriers will be required to sign-in at the first floor guard station. Couriers will be required to show a picture identification card.
- 3. Proposals will be received Monday through Friday, 8:00 a.m. to 4:00 p.m. The Kansas City, Missouri Police Department will not be accessible on holidays. The BOPC will NOT guarantee receipt of bids delivered to Police Department elements other than the Purchasing Section.
- 4. It is the responsibility of the respondent to deliver the proposal or proposal modifications on or before the date and time of the proposal receipt deadline. Proposals will **NOT** be accepted after the date and time of closing under any circumstances.

- 5. The BOPC strives to notify all prospective respondents of any issued addenda. It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their proposal.
- 6. Any questions regarding the information outlined in this proposal must be submitted in writing, by fax or mail, to be received no later than 1:00 p.m., Tuesday, March 21, 2015.

Fax Number:

(816) 234-5307

Mailing Address:

Board of Police Commissioners

ATTN: Tony Rizzo

1125 Locust

Kansas City, Missouri 64106

- 7. The BOPC encourages and recommends that bidders comply with the Affirmative Action Program as administered by the Director of Human Relations, City of Kansas City, Missouri.
- 8. The successful vendor must comply with all State of Missouri laws that are applicable in this area.
- 9. The BOPC encourages and recommends that bidders comply with the "Missouri Domestic Products Procurement Act", 34.350-34.359 RSMo.
- 10. The BOPC reserves the right to reject any and all proposals as well as determine the lowest and best proposal.
- 11. Pricing must be on a per vehicle basis. The BOPC reserves the right to lease one or more vehicles from the vendor from the pricing submitted in response to this proposal
- 12. Prices quoted shall exclude all federal and state excise tax.
- 13. State whether your quotation is net or subject to a cash discount for prompt payment.
- 14. Respondent shall state delivery date. BOPC prefers delivery within 30 45 days.
- 15. Terms and conditions of proposals must be valid for ninety (90) days from the date the proposal is received.
- 16. All proposals in their entirety and resulting records shall become the property of the BOPC. The respondent (s) may not use this information for any reason without the express written consent of the BOPC.
- 17. The continuation of the incumbent Contractor(s) in each of the option years is a prerogative of the BOPC and is not a contractual right of the Contractor(s). The BOPC's decision as regards to exercising the option is not subject to appeal.

- 18. Respondent(s) who require a contract after award of proposal should submit a sample contract with their proposal.
- 19. Final award of the proposal will be determined through evaluation of the material quality, delivery schedule and price.
- 20. By submitting a response to this proposal, the vendor certifies that neither it nor its principals are suspended or debarred from contracting for goods or services that are to be purchased from federal awards.
- 21. Respondent shall complete the Vendor Information Sheet, Vendor Application/Information Update, Reference Information Form, Cooperative Procurement Form, Federal Award Verification Form, W-9 Form included in this bid and return with vendor's submittal.
- 22. In order to compare proposals, respondents will submit their proposals in the following the format listed below:

#### Table of Contents

- I. Vendor Information Sheet
- II. Vendor Application/Information Update
- III. Reference Information Form
- IV. Cooperative Procurement With Other Jurisdictions
- VI. Federal Award Verification Form
- VII. W-9 Request for Taxpayer Identification Number and Certification
- 23. The respondent's proposal must include one (1) original and two (2) complete copies for distribution to members within our organization.
- 24. Respondent must submit complete specifications and detailed brochures when quoting equivalent models. Equivalent quotes without complete specifications may be rejected. Equivalent quotes and exceptions to proposal terms, conditions and specifications must be clearly noted on a separate sheet entitled, "Alternate Quotations/Exceptions to Bids". Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
- 25. It is mutually agreed and understood that, without exception, the proposal prices shall include all royalties, licensing fees or costs arising from the use of such design, device, or materials in any way involved in the work. The contractor and or his sureties shall indemnify and save harmless the BOPC and/or its agent from any claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the BOPC and/or its agents for any cost, expense, or damage which it may be obligated to pay by reason of such completion of the work.

### INVOICING

26. Invoices shall be forwarded in to:

Board of Police Commissioners Accounting Section 1125 Locust Kansas City, Missouri 64106

Credit memos are required for correction of billing errors, return of goods, etc. and should be submitted in the same manner described herein for an invoice.

- 27. Pricing on the invoice must match bid pricing.
- 28. Invoices shall be received no later than 10-15 days following the end of the month.

#### CONTRACTOR SERVICE

29. The respondent(s) selected must agree to indemnify and hold the BOPC harmless from and against all liability, losses, damages, costs, expenses (including attorney fees), interest, and penalties arising out of or resulting from the negligence or willful act or omissions of the vendor's employees, agents, servants or contractors engaged in service related to this project. The only exception to this is to the extent such acts or omissions are based on and caused by reliance on any written information supplied by the BOPC.

#### TERMINATION OF CONTRACT

- 30. The successful vendor will permit cancellation by the BOPC for good cause upon thirty (30) days written notice. Such cancellation shall require approval by the BOPC. The Financial Services Unit Commander may suspend this contract pending subsequent approval of cancellation by the BOPC. Examples of good cause are:
  - A. Major changes in user requirements.
  - B. Repeated unsatisfactory service performed by the successful Vendor that is not rectified within a reasonable period of time.
  - C. Unforeseen cancellation of a program.

#### FAILURE TO PERFORM

In the event the successful vendor fails to perform in accordance with the terms and conditions of this proposal, or if applicable, in the event the relationship between the respondent and the manufacturer is terminated and the respondent is unable to perform in accordance with the terms and conditions of this proposal, the respondent shall be responsible for any and all additional re-procurement costs to the BOPC.

#### LIQUIDATION OF DAMAGES

- 32. If the successful contractor fails to deliver the equipment or perform the services within the time specified in this contract, or any extension thereof, the actual damage to the BOPC for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful contractor shall pay to the BOPC as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth below. In the event the successful contractor shall be liable, in addition to the excess costs, for such liquidated damages accruing until such time as the BOPC may reasonably obtain delivery or performance of similar equipment or services. The successful contractor shall not be charged liquidated damages when the delay arises out of causes beyond the reasonable control and without the faults of negligence of the successful bidder. The BOPC shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in their judgment the findings of fact justify an extension.
  - A. The liquidation damages are fixed and agreed to in the amount of Five Hundred Dollars (\$500.00) per calendar day of default. The total liability of liquidated damages shall not exceed five percent (5%) of the total contract price.
  - B. There shall be two (2) events of default and the liquidated damages will occur on the first calendar day thereafter.
  - C. The BOPC shall have the right to deduct the liquidated damages from any money due, or to become due, to the successful bidder, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

BOARD OF POLICE COMMISSIONERS

Captain Mark Francisco Commander

Financial Services Unit

#### **SPECIFICATIONS**

- 1. The initial proposal will include the following leases for the listed vehicles BOPC reserves the right to increase or decrease the number of leased vehicles during the contract period:
  - A. One (1) 3/4 ton, two wheel drive, regular cab, long wheel base pick-up truck, White in color.
  - B. Two (2) ¾ ton vehicles, either a Chevrolet Suburban, Ford Expedition or GMC Suburban with lift up gate.
  - C. One (1) vehicle equivalent to a Ford Expedition, Chevrolet Tahoe, Chevrolet Suburban, GMC Yukon or Mitsubishi Montero. The vehicle must have 96 cubic feet or more of cargo space.
  - D. Eight (8) full size pick-up trucks 4 x 4 equivalent to a Chevrolet Silverado, Ford F-150, Toyota Tacoma.
  - E. A combination of forty (40) vehicles is needed as described in Sub-sections 1, 2, 3, 4 and 5. The BOPC needs pricing and availability on as many of the vehicles listed in these three sub-sections in order to provide a workable mix of style and of vehicle makes and models.
    - 1. 4 x 4 sport utility vehicles, variety equivalent to a Ford Explorer, Chevrolet Traverse, GMC Terrain, Jeep Grand Cherokee, or Buick Enclave.
    - 2. Full size four door, sedans. Variety of vehicles to be equivalent to Buick Lacrosse, Chrysler 300, Nissan Maxima, or Toyota Camry. (No Ford Taurus).
    - 3. 4 x 4, full size extended cab, short bed pick-up trucks.
    - 4. Economy car equivalent to Ford Fusion.
    - 5. Mini-Vans variety equivalent to Dodge Caravan, or a Nissan Quest
  - F. The BOPC would like to have pricing on four (4) new model, full size vehicles, four (4) doors, all-wheel/four wheel drive, large trunk or storage space (folding down back seats).
- 2. All vehicles must be equipped with automatic transmission, air conditioning, power brakes, power windows, power locks, cruise control, tilt wheel and rear window defroster.
- 3. The BOPC retains the right to have the final authority when choosing the colors of the vehicles. If you are proposing specific color of vehicles, you must list those colors and their respective vehicles in your proposal. The BOPC requests a variety of colors, however, unacceptable colors are yellow and neon colors.
- 4. It is anticipated that vehicles will be driven approximately 30,000 miles annually.

- 5. The vendor's proposal must state how many miles per year a vehicle may be driven and what the excess mileage charge would be if any. Also state when excess mileage should be reported to the vendor, (monthly, annually, etc.)
- 6. The BOPC prefers that vehicles be current or one year old model vehicles, not to exceed two years from the current model year, unless specified otherwise, based on your request for certain vehicles needed for specific circumstances.
- The BOPC retains the option to exchange each vehicle once a year during the term of the lease and transfer any remaining yearly mileage to the exchanged vehicle. The BOPC requests that this option be identified as a "per-vehicle" cost and listed separately in the proposal. In addition, the BOPC at our discretion will exchange four (4) of the vehicles selected from Section C and D, two (2) times per year. Any deviation from this clause must be confirmed in writing by both parties and submitted to the Financial Services Unit Commander. ANY EXCEPTION TO THIS CLAUSE WILL RESULT IN TERMINATION OF THIS CONTRACT.
- 8. All lease payments must be fixed for the entire term (not a variable rate or "stepping" type rate).
- 9. Vehicles must be equipped with tires for the appropriate time of year that fully meet the snow ordinance requirements of the City of Kansas City, Missouri.
- 10. All taxes and license fees must be included in the monthly payment quoted (no taxes are to be passed to the BOPC). Vehicle license must be current and up to date and issued with two (2) plates (front and back). Vehicles must be licensed in Missouri or Kansas.
- 11. The Vendor shall provide all City and State licenses and have an Inspection Certificate and attached sticker indicating compliance with the Missouri State Vehicle Inspection requirements for each year of lease.
- 12. All vehicles leased from vendor must be in good working order at the time of the lease. Vehicles must be equipped with four (4) good tires and brakes and complete interior/exterior detailing.
- 13. Neither the vendor nor its agents, servants, or employees will disclose to anyone not employed by the vendor the identity of any vehicles leased under the Agreement or the lessee of said vehicles.
- 14. Vendor must provide a single point of contract for vehicle replacement, repairs and account management
- The BOPC is "self insured" for liability, collision, and comprehensive coverage on all vehicles leased.

## Within the proposal submission, responding firms must include:

- Describe the proposed leases including vehicle colors and services in full detail.
- 2. Describe any and all lease options. ALL OPTIONS MUST INCLUDE FULL MAINTENANCE. Vendor must provide a clear explanation of coverage for their full maintenance option.
- 3. Vendor must provide a procedure for replacing damaged vehicles and who should perform the repairs.
- 4. Describe at what mileage intervals, vehicles will be exchanged.
- 5. Vendor shall state whether excess mileage charge is per vehicle or on an aggregate basis.