

5/2-2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of November

20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby accept the attached recommendation for Henderson Spreader and Plow Repair Services & OEM Parts – Term & Supply.

Done this 10th day of November 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



**PURCHASE AGREEMENT
FOR
HENDERSON SPREADER AND PLOW REPAIR SERVICES & OEM PARTS
TERM AND SUPPLY**

THIS AGREEMENT dated the 10th day of November 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henderson Products Inc.** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Henderson Spreader and Plow Repair Services & OEM Parts - Term and Supply**, bid number **33-30SEP20**, any applicable addenda, and the Contractor's bid response dated **September 22, 2020** and executed by **Ericka Stanford** on behalf of the Contractor, Work Authorization Certification, Certification regarding Debarment and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Insurance and Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Henderson spreader and plow repair services and OEM parts per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

3. **Contract Duration** - This agreement shall commence on **November 1, 2020 and extend through October 31, 2021** subject to the provisions for termination specified below. Contract may be renewed by order of the County for three (3) additional one-year periods.

4. **Delivery:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

HENDERSON PRODUCTS INC

DocuSigned by:
 By Kelly Brace
 67E8ADEC9E8745B
 Title IDC-Installation and Service Manager

BOONE COUNTY, MISSOURI

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
 County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by TF
 County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>[Signature]</u> Signatures 84244D	11/6/2020	2040 / 60200 - Term & Supply
	Date	Appropriation Account

33-30SEP20 - Henderson Spreader and Plow Repair Services & OEM Parts - Term & Supply

BID TABULATION		Vendor	Henderson Products, Inc.
4.7.	Pricing		
	ITEM	DESCRIPTION	UNIT PRICE
	4.7.1.	Material/Parts (% off List)	15%
	4.7.2.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$157.50
4.10.	Maximum Percentage Increase for Renewal Periods		
	2nd Year		5%
	3rd Year		5%
	4th Year		5%
4.12.	Coop Purchasing (Y or N)?		Y
	Prior Experience/Bidder Qualifications		Y
	Work Authorization		Y
	Debarment Certification		Y

No Bids

Knapheide Truck Equipment Co



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STATE OF MISSOURI
20
County of Boone

} ea.

November Session of the October Adjourned

Term. 20

In the County Commission of said county, on the 10th day of November 2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two AEPA-017-B- Photocopier with Maintenance Service - Term & Supply.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

Done this 10th day of November 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

**CONTRACT AMENDMENT NUMBER TWO
FOR
PHOTOCOPIER WITH MAINTENANCE FOR SHERIFF DEPARTMENT**

The Agreement **AEPA-017-B** dated the 17th day of January 2019 made by and between Boone County, Missouri and **SumnerOne, Inc., D/B/A Image Technologies of Missouri** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Pursuant to Quote #0001 which is attached and incorporated into the contract by reference, **ADD** one (1) multifunction color printer-copier with maintenance for the Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202, Phone: (573) 876-2149, e-mail: LQuick@boonecountymo.org.

Copier: Konica Minolta C558-55PPM Copier/Printer/Scanner
Included: PS, PCL& XPS Controller, Dual Scanner Document Feeder, 4GB STD Memory Web Browser (LK-101), Duplex Unit, 250 HDD, USB Interfaces, USB Local Printing: \$9,899.07

Paper Supply/Cabinet Option:
Large Capacity Unit LU-207 \$155.40

Output Option:
FS-533 Finisher \$1,087.10

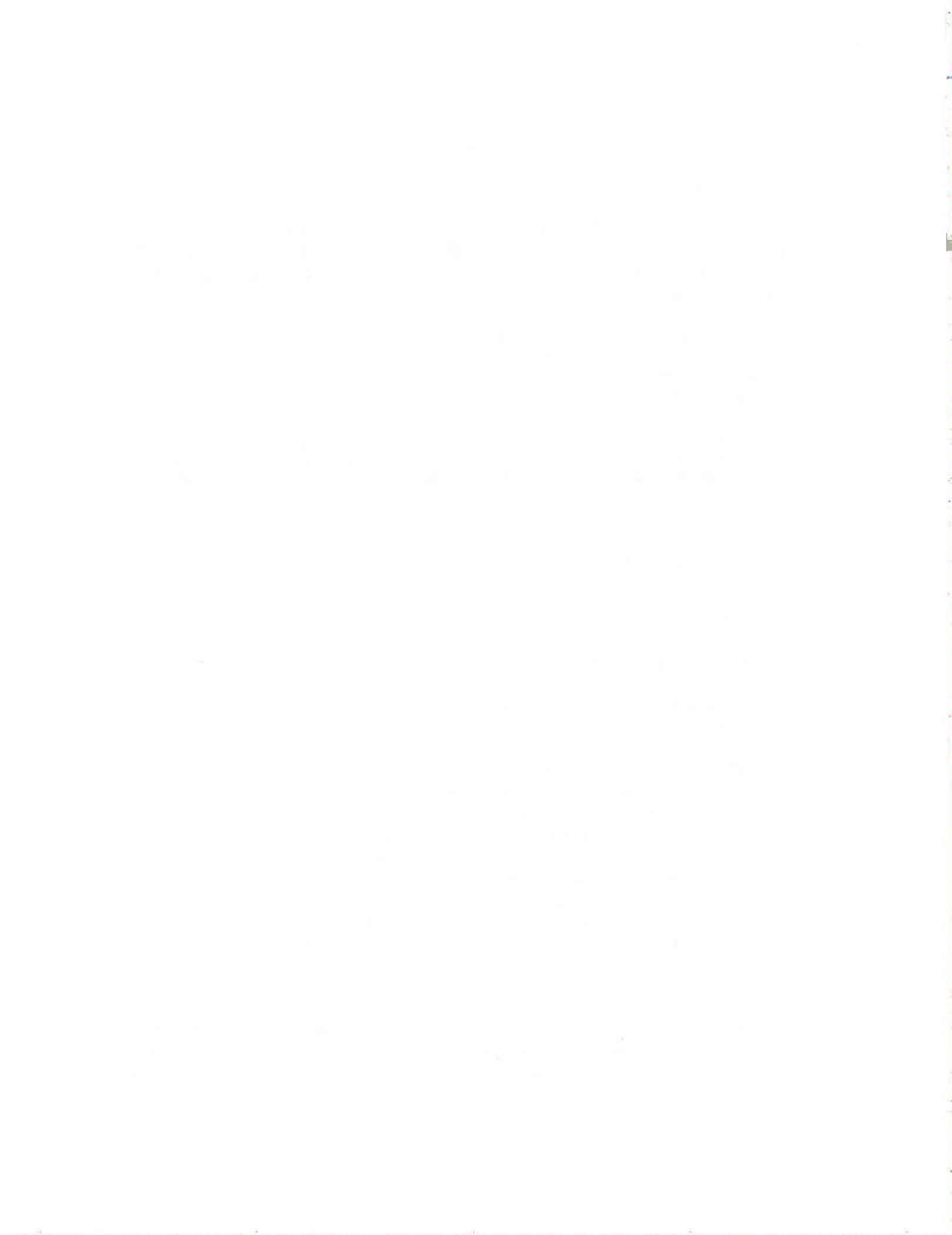
TOTAL ACQUISITION PRICE: \$11,141.57

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

Maintenance shall be provided for the copier as follows:

- Band 6, Zone 1: Black & White @ \$0.0077/impression; Color @ \$0.0455/impression. Zero minimum.
- Includes parts, labor, all preventative maintenance, and consumables (i.e. Toner and drum). Excludes paper and staples.
- 5 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

Maintenance shall begin upon installation of equipment. **Maintenance rates are firm for five (5) years ending on December 31, 2025.** Maintenance will automatically renew yearly through December 31, 2023 unless the County gives a 30-day termination notice.



Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

- 2. **Trade-in Copier:** The contractor shall remove the following two (2) trade-in copiers with a \$0.00 value the same day the new copier is installed and shall recycle said equipment. The contractor agrees to remove the hard drive of both trade-in copiers and leave them with the Boone County Information Technology department.

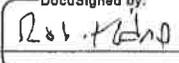
Copier 1: Sharp MX-M465N Copier, serial # 45001668, fixed asset tag 19576
Copier 2: BizHub 283 Copier, serial # A1UF011101511, fixed asset tag 21480

- 3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement as amended by previous amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

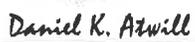
SUMNERONE, Inc.
D/B/A
IMAGE TECHNOLOGIES OF MISSOURI

BOONE COUNTY, MISSOURI

By: 
DocuSigned by:
0B1C4F426E204A0

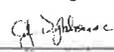
By: Boone County Commission

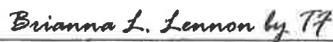
Title: Account mngr


DocuSigned by:
6A18846E01545E8
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

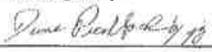

DocuSigned by:
B71DEE89D7183
County Counselor


DocuSigned by:
53765
County Clerk

Commission Order: 513-2020

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Copier: 1255-92300/\$10,000.00; 1255-92300: \$1,147.57; Maintenance Service: 1255-60050: \$1,110.00
Black & White @ \$0.0077/impression; Color @ \$0.0455/impression. Zero minimum

DocuSigned by: 	11/5/2020	
Signature	Date	Appropriation Account



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STATE OF MISSOURI

County of Boone

} ea.

November Session of the October Adjourned

Term. 20 20

In the County Commission of said county, on the

day of 20

the following, among other proceedings, were had, viz: 10th

November 20

Now on this day, the County Commission of the County of Boone does hereby approve the following budget amendment to increase funds for the Sheriff's K-9 Operation to purchase a new K-9.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2570	91300	Sheriff K9 Operations	Mach & Equip		7,150
					7,150

Done this 10th of November 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

