

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$39,300.00 within the 2017 General Fund and awarding a contract for the furnishing of x-ray equipment and walkthrough metal detectors for use by the Department of Corrections to Anchortex Corporation of West Berlin, NJ, at an actual cost to the County not to exceed \$39,300.00, under the terms and conditions of GSA Contract No. GS-07F-0174M, an existing government contract.

**RESOLUTION NO. 19601**, October 9, 2017

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Department of Corrections has a need for x-ray equipment and walkthrough metal detectors to increase security within the Detention Center; and,

WHEREAS, pursuant to section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a contract for the purchase of this equipment to Anchortex Corporation of West Berlin, NJ, at an actual cost to the County not to exceed \$39,300.00, under the terms and conditions of the GSA Contract No. GS-07F-0174M, an existing government contract; and,

WHEREAS, the Director of Finance and Purchasing recommends this purchase under the terms and conditions set forth in the GSA Contract, due to the volume discounts offered to large entities; and,

WHEREAS, a transfer is necessary in order to place the funds needed for this equipment in the proper spending account; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made within the 2017 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental			
001-5101	58020 – Buildings & Improve.	\$39,300	
001-5101	58170 – Other Equipment		\$37,430
001-5101	56130 – Freight Charges		\$ 1,870

and,

BE IT FURTHER 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 be and hereby is 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.

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

APPROVED AS TO FORM:

Jay D. Holden  
Chief Deputy County Counselor

W. Stephen Nifan  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19601 of October 9, 2017, was duly passed on October 16, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

10-16-17  
Date

Mary Jo Spino  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 5101 58020  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Buildings & Improvements  
NOT TO EXCEED: \$39,300.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 5101 58170  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Other Equipment  
NOT TO EXCEED: \$37,430.00

ACCOUNT NUMBER: 001 5101 56130  
ACCOUNT TITLE: General Fund  
Non-Departmental  
Freight  
NOT TO EXCEED: \$1,870.00

October 4 2017  
Date

  
Chief Financial Officer

1.00  
10/13/17  
KEL, 19601

**A TERM AND SUPPLY CONTRACT** for the furnishing of **Printing and Mailing Joint Governmental Tax Bills, Paid Tax Receipts, Inserts, & Envelopes** for use by the **Collection Department**.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consists of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor. The parties may annually extend this Contract beyond its original term for a time, not to exceed 36 month extensions, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract. If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes  No  Initials BTM Minimum order, if applicable \$ \_\_\_\_\_  
ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Stream Automation & Printing PHONE NO: 816-756-8733  
ADDRESS: 1700 Bessemerway, KC, MO 64108 FAX NO: 816-756-0028  
NAME OF AUTHORIZED AGENT (print & type): Brian Dickey DATE: Sept 11, 2017  
SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ TITLE: President  
EMAIL ADDRESS OF AUTHORIZED AGENT: brian@stream.com  
FEDERAL ID NO: 431701496 and/or SOCIAL SECURITY NO: \_\_\_\_\_  
CHECK IF APPLICABLE: DISADVANTAGED BUSINESS ENTERPRISE (DBE): \_\_\_\_\_ MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_  
WOMAN OWNED (WBE): \_\_\_\_\_

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: [Signature] DATE: 10/12/17