# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Øxx No.: 19565

Sponsor(s): Date:

Alfred Jordan August 28, 2017

	Adgust 20, 20	17	
SUBJECT	Action Requested  Resolution Ordinance		
	Project/Title: Requesting the transfer of funds within the General Fund and authorizin Plumbing Flush Valves for the Department of Corrections from ICON Systems, Inc. of the terms and conditions of the State of Missouri Contract No. SFSC30034901700320 contract in the amount of \$28,462	f Oviedo, F	lorida, under
BUDGET	The second control of		
INFORMATION	Amount authorized by this legislation this fiscal year:		\$28,462
To be completed	Amount previously authorized this fiscal year:		220,102
By Requesting	Total amount authorized after this legislative action:	9	\$28,462
Department and	Amount budgeted for this item * (including transfers):		\$28,462
Finance	Source of funding (name of fund) and account code number:		
	TRANSFER FROM: 001-5101-58020 General Fund, Non-Departmental, Buildings and Improvements	9	528,462
	TRANSFER TO: 001-5101-57330 General Fund, Non-Departmental, Plumbing Supplies		528,462
	* 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 Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	and use of	contract:
PRIOR	Prior ordinances and (date):		
LEGISLATION	Prior resolutions and (date):		
CONTACT			
INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator	881-3253	
REQUEST SUMMARY	The Department of Corrections requires the purchase of Plumbing Flush Valves that we clogging of plumbing and would like to use the State of Missouri Contract to purchase	ould help p	revent the
	Pursuant to Section 1030.4 of the Jackson County Code, the Director of Finance and Pupurchase of Plumbing Flush Valves for the Department of Corrections to ICON System under the terms and conditions of the State of Missouri Contract No. SFSC3003490170 government contract. The Director of Finance and Purchasing recommends the purchase contract due to larger discounts offered to larger governmental entities.	ns, Inc. of C	Ovideo, Florida
	The Director of Finance and Purchasing also requests the transfer of \$28,462 within the follows:	General F	und as
		FROM	ТО
	001 5101 50000 0 15 137 5	\$28,462	\$28,462
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>	ffice)	

ATTACHMENTS	Quote from ICON Systems and the pertinent pages of the State of Missouri Contract.	
REVIEW	Department Director:	Date: 8-18-17
	Finance (Budget Approval):  If applicable	Date: 8/2/5
	Division Manager:	Date: 8/22/6
	County Counselor's Office.	Date:

# Fiscal Note: Jackson County, Missouri

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

Date:	Po August 22, 2017	C#	F	RES <u>#19565</u>
Depa	rtment / Division	Character/Description	From	То
General Fund	- 001			
5101 - Non-Dep	partmental	58020 - Buildings & Improvements	\$ 28,462	\$ <u>-</u>
5101 - Non-Dep	partmental	57330 - Plumbing Supplies	£ <del>5</del>	28,462
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	-			300
		<del></del>	\$ 28,462	\$ 28,462

Budget Office

# This expenditure was included in the annual budget. Funds for this were encumbered from the Fund in Z 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. $\Box$ 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: $\Box$ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Information (to be verified by Budget Office in Finance Department)



# 3100 Camp Road • Oviedo, FL 32765

Quote expires on 10/24/2017 Reference Quote Number When Ordering Contract #SFSC30034901700320

#### BILL TO

Jackson County Detention Center 1300 Cherry Street Kansas City, MO 64106 United States

Contact: Craig Mosher Phone: (816) 813-9362

# **SALES QUOTE**

Document Numbers	QTE00013542 / Master 26747	
Document Date	7/26/2017	
Customer ID	JACK006	
PO Number		
Payment Terms	Net 30	
Job Name		
Customer Tax ID		

### SHIP TO

Jackson County Detention Center 1300 Cherry Street Kansas City, MO 64106 United States

Contact: Craig Mosher Phone: (816) 813-9362

Item Number	hip. Mthd.	Qty.	
CTR-X11.3-S-01-S-001 Controller; X11.3; SMD;1 IO; Standalone; Shower; Adj Runtime 1-10 min, no lock-	UPS GND	3 Each	
CTR-X12-AC-04-EF-001 NEXUS® Series controller; X12; 4 IO; AC; Combie, Flush; Standard	UPS GND	3 Each	PSYCICAL SILEODS IN
CTR-X12-AC-08-2EFH-001 NEXUS® Series controller; X12; 8 IO; 2 Combie, Flush, Hot; Standard	UPS GND	12 Each	
NTC-CAM-X12-RLA Controller Add-On Module; Run Time Lockout Adjuster	UPS GND	2 Each	
FRS-EN-277V-40VA Fransformer Assembly; Enclosure Mount; 277V; 40VA	UPS GND	18 Each	
VLV-FVL-3801-E3-0914-002 MOMENTUM® Flush valve; Retrofit; Elbowed w/ std tailpiece; 1"; W/ TruFIRE®VA	UPS GND C solenoid	27 Each	
VLV-LAV-4831-0914-002 ELEMENT® Manifold; Lav; AC; w/ flow compensating regulator; Clip style; Single	UPS GND	3 Each	
/LV-LAV-4832-0914-002 ELEMENT® Manifold; Lav; AC; w/ flow compensating regulator; Clip style; Dual	UPS GND	12 Each	
VLV-SHW-5611-0914-002-HF Falve Assembly; Shower; Pre-Tempered Water Manifold; Single Station w/ TruFIR	UPS GND	3 Each lenoid	
NR-SLD-WT-24VAC-4C-015 Cable; 24VAC; Solenoid; 015'; Black Water-Tight Connector	UPS GND	84 Each	
EN-1601-002 ruTOUCH® Sensor; Assembly; w/ LED; with  2' Water-Tight Lead, nut and washer	UPS GND	27 Each	
NR-SEN-WT-6C-006 Cable; LED Sensor; 6 Conductor; 006'; Gray Water-Tight Connector; Gray 6C jacke	UPS GND t	27 Each	
SEN-1501-002 FruTOUCH® Sensar Assembly; Standard; with 2' Water-Tight Lead, Nut & Lock W	UPS GND asher	57 Each	

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Fax: (407) 365-7944

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# 3100 Camp Road • Oviedo, FL 32765

Quote expires on 10/24/2017 Reference Quote Number When Ordering

### BILL TO

Jackson County Detention Center 1300 Cherry Street Kansas City, MO 64106 United States

Contact: Craig Mosher Phone: (816) 813-9362

# **SALES QUOTE**

Document Numbers	QTE00013542 / Master 26747
Document Date	7/26/2017
Customer ID	JACK006
PO Number	
Payment Terms	Net 30
Job Name	
Customer Tax ID	

### SHIP TO

Jackson County Detention Center 1300 Cherry Street Kansas City, MO 64106 United States

Contact: Craig Mosher Phone: (816) 813-9362

Item Number	Ship. Mthd.	Qty.	HENRY HAR LEY
WR-SEN-WT-4C-006 Cable; Sensor; 006'; Gray Water-Tight Connector; Gray 4C jacket	UPS GND	57 Each	2. 3 . 3 . 3 . 3 . 3 . 3 . 3 . 3
MHW-VB-5011-VBN Vacuum Breaker Part; Nut; Vacuum Breaker to Flush Valve; Rough Brass	UPS GND	27 Each	
MHW-VB-5011-VBR Vacuum Breaker Part; Repair Kit; Rubber	UPS GND	27 Each	LONG TO THE PROPERTY OF THE
MHW-VB-5011-VBT-13 Vacuum Breaker Part; Tube; Vacuum Breaker; 13" L; 8" Scratch Thread; Roug	UPS GND h Brass	27 Each	
MHW-VB-5011-ELB Vacuum Breaker Part; Elbow Assembly; with Nuts, Slip Joint & Friction Washe	UPS GND ers; Rough Brass	27 Each	- A ST CONSTITUTE OF THE STATE OF
MHW-VB-5011-SJW Vacuum Breaker Part; Washer; Slip Joint; 1-1/2"; Rubber	UPS GND	27 Each	
MHW-VB-5011-ABR Vacuum Breaker Part; 12 pack: Anti-blowout Ring Assy; Stainless Steel 304	UPS GND	2 EACH	
MHW-PLT-1001 Escutcheon; Round; Washer; Backing; 2" OD; 7/8" ID	UPS GND	84 Each	
MHW-PLT-1005 Escutcheon; Round; 2-3/8" OD; 7/8" ID; Stainless Steel; Brushed Finish: for La	UPS GND vatories/Showers	57 Each	
MHW-PLT-1010 Escutcheon; Round; 2-7/8" OD; 7/8" ID; Stainless Steel; Brushed Finish; for Tai	UPS GND	27 Each	
MHW-TB-06P <sup>Tubing; Polyethylene;</sup> 3/8" OD; 1/4" ID; 1/16" Wall	UPS GND	150 Foot	WAS THE RESPONDED TO SHARE THE PARTY OF THE
VIHW-TB-08P Fubing; Polypropylene; 1/2" OD; 3/8" ID; 1/16" Wall	UPS GND	45 Foot	
MHW-CN-08P08P20L Connector; 1/2" FPT; 1/2" FPT; 20" L; Braided Stainless Steel	UPS GND	33 Each	The state of the s

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Subtotal	\$28,163.89
Miscellaneous	\$0.00
Тах	\$0.00
Shipping and Handling	\$297.88
Trade Discount	\$0.00
Total	\$28,461.77

### Terms and Conditions

#### **Prices**

Prices of I-CON's products are subject to change without notice. Quotations are conditioned upon acceptance within 90 days unless otherwise expressly stated in the quote and are subject to correction for typographic or clerical errors. All prices quoted exclude sales, use, excise and other taxes, Unless a proper exemption certificate is furnished to I-CON, all such taxes shall be paid by the Buyer to I-CON at the time of payment.

#### Installers

I-CON may quote all potential installers on any project presented to I-CON. However, notwithstanding anything to the contrary herein, I-CON shall require all installers to become an "I-CON Certified Installer" prior to allowing such installers to place sales orders for I-CON products. Learn more about becoming an I-CON Certified Installer by calling the I-CON customer service department.

### Terms and Conditions of Payment

Terms of payment are Net 30 from date of invoice unless otherwise stated. Terms are subject to credit approval. Past due accounts will be subject to a 2% per month service charge from the date of the invoice or the maximum percentage allowed by law, whichever is less. If any proceedings be instructed by or against Buyer under any bankruptcy or insolvency law, or if Buyer shal fail to make timely payment on this or any other order, or if, in I-CON's judgment, Buyers financial situation justifies such action, I-CON may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges, if Buyer delays completion of manufacture, I-CON may elect to require payment according to percentage of completion. Equipment held for Buyer's risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in I-CON until payment for the Products (including any notes given therefore) has been made in full, Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court costs and reasonable attorney fees. All credit card orders are subject to approval prior to shipment.

#### Minimum Order Amount

Minimum invoice amount is \$50.00.

#### Delivery

Domestic shipments within the USA are F.O.B. Origin, Freight Prepaid & Add from factory, or other designated shipping point determined by I-CON. International shipments are F.C.A. Oviedo, Florida, USA. Any shipment or delivery dates quoted by I-CON are estimated, I-CON shall be obligated to use reasonable efforts to meet such dates. I-CON will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder. I-CON will be entitled to refuse to make, or to delay any shipments of its products if Buyer shall fail to pay when due any payment owed by it to I-CON, whether under this or any other contract between I-CON and Buyer.

#### Claims and Shortages

F.O.B. factory shipments are the full responsibility of the Buyer. Losses or damages must be reported to the carrier immediately. I-CON will file freight claims on FFA orders if the Buyer complies with the following within (5) five days of receipt of shipment; inspect shipment immediately, have delivering carrier inspect shipment, file inspection report with carrier, and send a copy to I-CON. No claim for failure to receive shipment or shortage will be honored unless I-CON is notified immediately upon receipt of invoice or within five working days of receipt of shipment, whichever is sooner.

#### **Return Materials Authorization**

No materials shall be returned without a Return Materials Authorization (RMA) from I-CON's customer service department. Returns must reference the RMA number and be shipped freight prepaid or the shipment will not be accepted. Returns for credit shall be subject to a 25% handling/re-stocking charge, Any cost associated with restoring product to saleable condition will be deducted from the credit along with any outgoing freight charges paid by I-CON, Non-stock, custom fabrications, and stainless steel fixtures and equipment are non-returnable. An RMA credit will not be issued for less than \$100,00 unless material is proven defective.

#### **Specifications**

I-CON has made reasonable efforts to quote its products which are equal or superior to those specified by Buyer or other third party, and such quote is based on I-CON's interpretation of the specifications provided. Therefore, I-CON is not liable for any discrepancies related to the foregoing, I-CON cannot guarantee or ensure the approval of its products by any architects, engineers, or owners, and I-CON hereby refers Buyer to such professionals for their direct approval. Any pricing provided by I-CON related to a pre-determined specification, is based on the quantities, models, and options listed on the plans and specifications provided to I-CON, and any modifications, amendments or additions thereto, shall require a revised quote from I-CON. I-CON may require approved submittals to be provided to I-CON's engineering department in writing before a sales order will be accepted. All products are subject to change without notice. Unless stated in the purchase order, material will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted in writing to I-CON for review, and the Buyer shall be subject to charges incurred due to the extent of the change or cancellation. Non-stock and custom fabrications are not subject to cancellation.

#### **Limited Warranty**

See I-CON's official Limited Warranty Coverage. Any extended warranties provided by I-CON, and purchased by Buyer, shall be as noted on the quotation and/or sales order.

Approved and Accepted by Buy	er (Sign and Return)	QTE00013542
Company:	Print Name:	
Fitle:	Signature:	Date:
Payment Method		
☐ Purchase Order:	☐ Credit Card (Provide wh	nen order is placed)
// PLEASE VERIFY THAT THE BILL	FO AND SHIP TO INFORMATION LISTED ON THE	QUOTE IS CORRECT BEFORE PLACING ORDER //

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SFS NO.: SFSC30034901700320

TITLE: I-CON WATER METER PARTS & SUPPLIES

**ISSUE DATE: 10/5/16** 

VENDOR NAME

REQ NO.: NR 931 YYY16709229 BUYER: KRISTINA CRAMER PHONE NO.: (573) 751-1695

MissouriBUVS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)

E-MAIL: kristina.cramer@oa.mo.gov

TO: I-CON SYSTEMS, INC. 3100 CAMP ROAD OVIEDO, FL 32765

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	kristina.cramer@oa.mo.gov	
FAX TO:	(573) 526-9816	
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809	
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517	

CONTRACT PERIOD: FEBRUARY 27, 2017 THROUGH FEBRUARY 26, 2018

DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO THE FOLLOWING ADDRESS:

## FARMINGTON CORRECTIONAL CENTER 1012 WEST COLUMBIA FARMINGTON, MO 63640

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered at the time their SFS proposal is submitted to the state, the company must register in MissouriBUYS immediately upon request by the state.

#### SIGNATURE REQUIRED

I-CON Systems, Inc.	105317
MAILING ADDRESS	
3100 Camp Road	
Oviedo, FL 32765	
Oviedo, 1 £ 32703	
CONTACT PERSON	EMAIL ADDRESS
Raul Socarras	Compliance@i-con.com
PHONE NUMBER	FAX NUMBER
407-365-6241	407-365-7944
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
	Partnership Sole Proprietor IRS Tax-Exempt
AUTHORIZEDGIGNATURE	DATE
Municipal	11/4/2016
PRINTED NAME	TITLE
Dawn Peterson	EVP & CFO