



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

Meeting: 06/17/24 09:30 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires Raines

Initiator: Madi Hires Raines

Sponsors:

MEETING ATTACHMENTS (ID # 5446)

DOC ID: 5446

Meeting Attachments

ATTACHMENTS:

- 17 JUNE 2024 EMERGENCY PROCUREMENT 2024-1 - ELEVATOR REPAIR - KONE, INC. - PARTIALLY EXECUTED (PDF)

EMERGENCY PROCUREMENT FORM

Christian County Emergency Procurement Policy:

Notwithstanding any other provisions of this Policy, and by direction of the Presiding Commissioner, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to **public health, welfare, or safety**; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written documentation of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

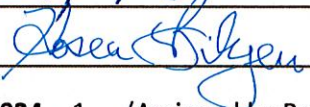
REQUEST FOR EMERGENCY PROCUREMENT

Originating Office: Maintenance

Person Requesting: Richard Teague **Date:** 6/14/24

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

Purchasing Manager Approval:  **Date:** 6/14/24

Presiding Commissioner Signature:  **Date:** 6-17-2024

Emergency Procurement Number: 2024 - 1 (Assigned by Purchasing)

Noted in Commission Minutes: ____ **Date:** ____

Expiration Date: 6/13, 2024 through 7/13, 2024 One Time Purchase (Circle)

Vendor Name: KONE Inc.

Vendor Address: 211 S. Union, Springfield, MO 65802

Vendor Phone: 417-988-4669

Project Description: Public elevator is down in the Justice Center front lobby. A new circuit board is on backorder but won't be in for a month. This will modify another board and have it installed by Monday.

Estimated Cost: \$6226.38

Brought before the Commission (date): 6/17/24

The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the County Commission.

Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety.

The public elevator is down in the Justice center front lobby. A new circuit board has been on backorder for a month. This is a quote to modify another board and have it installed by Monday.

Describe anticipated consequences of not procuring immediately. This was a health, safety and welfare issue.

The elevator will not work.

Describe and attach any quotes received.

See attached quote.

Is this a one-time purchase? yes

If not, detail the anticipated future purchases with anticipated acquisition dates

Notes:

June 14, 2024

Christian County Purchasing Department

Attn: Richard Teague

Re: Christian County Judicial Center – Elevator A PC Board

Dear Richard,

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency



Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at (417) 988-4669.

Sincerely,



Zach Owen
Sales Consultant
KONE Inc.

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

June 14, 2024

Greene County Purchasing Department

Attn: Richard Teague

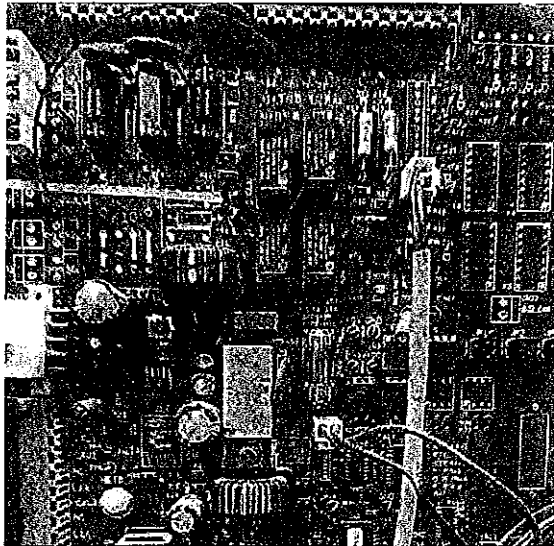
Re: Christian County Judicial Center – Elevator A PC Board

KONE Inc.
211 S. Union
Springfield, Missouri 65802
Tel (417) 988-4669
Fax (417) 869-0353
www.kone.com
zach.owen@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

KONE will furnish and install a new PC Board in Elevator A that was damaged due to power surge/lightning. See photo below.



Repair price: **\$4,966.38**

Callout #16275607: **\$1,260.00**

TOTAL PRICE INCLUDING CALLOUT:

Our total price to perform the above-mentioned work amounts to: **\$6,226.38** plus applicable taxes. **Price built using contractual rates.**

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of CHRISTIAN COUNTY PURCHASING DEPT.

Respectfully submitted by,
KONE Inc.

Kim S. Lawler
(Signature)

Zach Owen, Sales Consultant

Kimberly E. Hopkins-Will
(Print Name)

(Approved By) Authorized Representative

Purchasing Manager
(Print Title)

Title

Date: 6 / 14 / 24

Date: / /

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.