

# **City of Scottsbluff, Nebraska**

**Monday, May 19, 2014**

**Regular Meeting**

## **Item Reports5**

**Council to authorize the Mayor to sign the purchase agreement for a folder/insert machine.**

**Staff Contact: Rick Kuckahn, City Manager**

# Agenda Statement

Item No.

For meeting of: **May 19, 2014**

**AGENDA TITLE:** Authorize Mayor to sign purchase agreement for a folder/insert machine.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Finance

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** With the new software the utility billing statement changed from a postcard to an 8½ x11 sheet of paper. This is resulting in a range of 700 to 1,100 statements to fold and stuff each week. Our current folding machine is not designed to handle that capacity and is having a lot of paper jams and needing parts replaced quicker than normal. This machine will reduce folding and stuffing time from approximately 4 hours to 1 hour each week. That is time that can be utilized towards scanning the utility information in. This agreement is through the Western States Contracting Alliance agreement, of which the State of Nebraska is a member. The purchase price of \$7,213 will be covered by the software CIP budget.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Authorize Mayor to sign the agreement

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## EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☒ purchase agreement and letter of acknowledgement

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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		PURCHASE ORDER NO.		DATE	
BILL TO:		INSTALL AT: (if different from bill to)			
QUANTITY	ITEM #	DESCRIPTION	UNIT PRICE	LESS DISCOUNT OR TRADE	NET PRICE
INSTALL DATE DESIRED		SALES REPRESENTATIVE		SUBTOTAL	
AUTHORIZED CUSTOMER APPROVAL SIGNATURE REQUIRED				TAX	
PRINT NAME AND TITLE				TOTAL	

DELIVERY INFORMATION	
ITEM	INSTALL DATE
COMMENTS	
ADDITIONAL INFO:	

**TERMS AND CONDITIONS**

**EQUIPMENT WARRANTY:** Midwest Connect, LLC warrants that the Equipment will be free from defect in material and workmanship, and that it will perform according to equipment specifications for 90 days from the date of installations. If you have any material, workmanship or performance problems within the first 90 days after installation, we will repair it, or performance problems within the first 90 day warranty period we will be responsible for the cost of material and labor necessary to repair or replace this Equipment.

Midwest Connect, LLC will assume the obligations stated in the Agreement only if you operate the Product under suitable temperature, humidity, line voltage, and any specified environmental conditions and only if you use it for the ordinary purpose for which it is designed.

**REPAIRS:** A Midwest Connect, LLC option, we will provide either maintenance and emergency repair services as required including new or equivalent to new parts and assemblies needed due to normal wear, or service your Equipment by replacing it with new or reconditioned Equipment, depending upon the age of the Equipment and the nature of the performance. You will be responsible for the maintenance, repair and replacement cost which will be charged to you at our then current rates. If you have an Equipment Maintenance Agreement with us, maintenance, repair and replacement services will be covered under that agreement.

1) Equipment. For on-site warranty repair, work will normally be done on your premises during our normal business hours at no additional charge.

2) Software. Non customized Software warranty claims will be satisfied by replacement only. Customized software warranty claims will be satisfied by repair or replacement, at our option; however, changes in your specifications or requirements will result in additional changes to you.

**GENERAL TERMS**

1) It is our mutual interest to make installations as efficiently as possible. You must provide a suitable power source, access, and space for installation according to our specifications.

2) We will make every reasonable effort to deliver the Equipment as soon as possible, but cannot guarantee a specific delivery date.

3) By signing this Agreement, you have created a security agreement and have given us a purchase money security interest in the Equipment. To protect our right to retake the Equipment if you have not paid for it, we may file a copy of this Agreement as a financing statement with the appropriate State Authorities. You also represent that you are financially solvent and able to pay for this Equipment when you are invoiced for it.

4) The sale price does not include, and you are responsible for paying, all taxes which may be imposed or levied upon the sale, purchase, operation, value, possession or use of the Equipment, excluding taxes on or measured by our net income.

5) In the unlikely event we have to take steps to collect payments due from you beyond invoicing we can hold you responsible for interest at the maximum lawful rate from the due date of payment, cost of collection, and reasonable attorneys' fees.

6) If you cannot accept delivery or pay for customized Equipment you have ordered we cannot easily make it suitable for remarketing. You are responsible for all nonrecoverable costs we have incurred in remarketing it.

7) Unless otherwise indicated on this order form, the Equipment furnished to you shall be new.

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