



M E M O

**County
Administrator**

Robert W. Wilson
701-241-5770
wilsonro@casscountynd.gov

TO: Cass County Board of Commissioners
FROM: Robert W. Wilson
DATE: December 28, 2021
SUBJECT: Purchase of Jail Washing Machines

The 2022 budget includes \$62,000 for high capacity washing machines for the Cass County Jail. Buildings and Grounds received a quote from three bidders of which the lowest bid was from BDS Laundry. The request is to purchase four new washing machines from BDS Laundry in the amount of \$59,347.

SUGGESTED MOTION:

Authorize the chair to accept the low bid and sign the purchase order with BDS Laundry for four washing machines for the Cass County Jail in the amount of \$59,347.

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

www.casscountynd.gov



BDS Laundry
 2430 Enterprise Drive
 St. Paul, MN 55120
 bdslaundry.com

ORDER ACKNOWLEDGEMENT

Sales Order No.: S299934
 Sales Order Date: 12/10/2021
 Terms: Net 10 Days
 Page: 1

Bill To: ND0305
 Cass County Government
 211 9th St S
 Fargo, ND 58103

Ship To: 450
 Cass County Jail
 450 34th St S
 Fargo, ND 58103

Salesperson: Dave Steenerson
 Salesperson Phone: 651-286-7841 / 877-286-7841
 Salesperson Email: dsteenerson@bdslaundry.com

P.O. Number: BRIAN CHARLSON
 Ship Method: Prepaid
 Ship Agent: T-Force
 Ship Agent Service:

Qty.	Item	Description	Unit Price	Total
4	UWT065N20M:N	UniMac 65lb Washer Programmable Microcomputer 30 Cycle Control 200 G-Force Voltage: 440-480/60/3 MDL/SERIES: _____	13,890.00	55,560.00
1	NDIST	ND Installation Charge	2,550.00	2,550.00
1	NDFRT-D	ND Freight - Destination	1,237.00	1,237.00

Washer Warranty: 3-Years Parts
 5-Years Frame, basket, shaft, bearings & seals
 Warranty: 30-Days Labor

Washers to ship direct from BDS via T-Force
 prepaid with a 24 hour call ahead to Brian
 at (701) 541-0712 required.

Installation by Northern Laundry includes:
 Removal of old units and left in laundry room.
 New washers set in place, leveled, anchored,
 and grouted.

Utility connections done by others.
 Start up washers and train staff in proper
 use and maintenance.
 Cass County to cut old units apart to get out
 of the building and dispose of them.

Thank you for your order!	Taxable	Non-Taxable	Tax	Total
	0.00	59,347.00	0.00	59,347.00

BDS Terms and Conditions of Sale

1. **AGREEMENT.** Business Development Sales, Inc. ("BDS"), a Minnesota corporation, only upon acceptance of this sales agreement ("Agreement") as described below agrees to sell and purchaser ("Purchaser") agrees to buy the equipment ("Equipment") described on the reverse side on the terms and conditions set forth herein.
2. **WARRANTY AND LIMITATIONS OF WARRANTY.** The only warranties on the Equipment shall be those of the manufacturer, if any. **THERE ARE NO WARRANTIES MADE BY BDS TO PURCHASER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No statement, representation, or affirmation by BDS, by words or actions, shall constitute a warranty.
3. **SECURITY INTEREST.** Purchaser hereby grants to BDS a security interest in the Equipment to secure the prompt and full payment of the purchase price and all other amounts owed by Purchaser to BDS under this AGREEMENT. If all charges due and owing under this Agreement are not paid in full as and when required by this Agreement, BDS shall have all the rights and remedies of a secured party as provided in Article 9 of the Uniform Commercial Code. Purchaser authorizes BDS to file, without prior notice to Purchaser, such UCC Financing Statements or other instruments as may be necessary to perfect the security interest of BDS in the Equipment.
4. **EXCLUSIONS FROM PRICE.** Unless otherwise indicated, the prices herein quoted do not include costs of delivery and freight, or any sales, gross receipts, use or occupation tax or other tax levied upon this transaction or upon any sale, contract, shipment or delivery incident thereto. Purchaser expressly assumes and agrees to pay to BDS all such excluded items.
5. **RISK OF LOSS.** Risk of loss of the Equipment, or any part thereof, shall pass to Purchaser upon delivery to Purchaser of the Equipment or any part thereof. No loss, destruction, or damage to the Equipment after delivery shall relieve Purchaser of any obligations under this Agreement. If Purchaser is installing the Equipment, Purchaser is solely responsible for installing the Equipment in accordance with the manufacturer's specifications. Purchaser understands that if its Equipment installation does not comply with the manufacturer's specifications, the manufacturer's warranty will be void. Purchaser agrees that BDS will not be liable for any injury to property, real or personal, or for personal injury or death, arising from, based on, or related to such noncompliant Equipment installation.
6. **TITLE.** Title and ownership to the Equipment shall remain in BDS until all charges due and owing under this Agreement are paid in full. The Equipment shall remain personal property even though installed or attached to real property. If Purchaser defaults in the payment of any charges due and owing under this Agreement, then Purchaser authorizes and empowers BDS to remove the Equipment from Purchaser's property without notice, and Purchaser grants BDS a right of access to and from Purchaser's property and any buildings thereon in which the Equipment is located to remove the Equipment. Such removal, if made by BDS, shall not be deemed a waiver of any other remedy available to BDS at law or equity or an election of remedies. Furthermore, BDS shall be in no way obligated to restore Purchaser's property to its original condition, or redecorate the same, in the event the Equipment is removed as a result of Purchaser's default in payment. Purchaser releases BDS and its officers, directors, shareholders, employees, and agents from any and all claims, losses, damages, and expenses, whether now or in the future, known or unknown, arising from, based on, or related to the removal of the Equipment by BDS.
7. **PURCHASER'S COSTS UPON TERMINATION.** If this AGREEMENT is terminated for any reason, Purchaser agrees to pay to BDS all costs incurred by BDS, including, but not limited to, cancellation costs to suppliers, unreimbursed advances on goods, reasonable attorney's fees, and restocking charges, plus liquidated damages equal to twenty percent of the price of the Equipment stated herein.
8. **FORCE MAJEURE.** BDS shall not be liable for its failure to perform hereunder due to: acts of God or the public enemy; fires; floods; epidemics, pandemics, or quarantines; restrictions; strikes, work stoppages, differences with workers, or freight embargoes; severe weather; restrictions imposed by any government or agency thereof; war, hostilities, riot, or rebellion; delay in or lack of transportation facilities; inability to obtain Equipment, materials, parts, or components; or any other causes beyond the control of BDS.
9. **CONSEQUENTIAL AND SPECIAL DAMAGES. EVERY EFFORT WILL BE MADE TO FILL ORDERS WITHIN THE TIME PARAMETERS OF PURCHASER, BUT UNDER NO CIRCUMSTANCES WILL BDS BE LIABLE TO PURCHASER FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR OWING TO ANY DELAYS WHATSOEVER IN THE DELIVERY OF THE EQUIPMENT. IN ADDITION, IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY BDS, PURCHASER WAIVES ANY CLAIMS FOR CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES INCURRED BY PURCHASER FOR RENTAL EXPENSES, OR FOR LOSSES OF USE, INCOME, PROFIT, FINANCING, BUSINESS, GOODWILL, AND REPUTATION.**
10. **ATTORNEY'S FEES AND COURT COSTS.** In the event legal action to enforce or interpret this AGREEMENT is commenced or defended by BDS, BDS shall be entitled to recover its reasonable attorney's fees and court costs incurred in connection with such legal action, in addition to any other relief available to BDS.
11. **INTEREST.** Purchaser agrees to pay interest on any past due account at the rate of 1.5% per month. An account shall be deemed to be past due 30 days after the date indicated in the Terms Section on the reverse side of this Agreement.
12. **MISCELLANEOUS.** The laws of Minnesota shall apply to this AGREEMENT. Any legal action based on, arising from, or related to this AGREEMENT shall be venued in Dakota County, Minnesota. No action by Purchaser in contract, tort, or otherwise to recover damages for any injury to property, real or personal, or for personal injury or death, arising from, based on, or related to: this Agreement; the delivery, installation, operation, and use of the Equipment; or the alleged breach thereof, shall be brought against BDS more than one year after the date of this Agreement. Except to the extent caused by the gross negligence of BDS, BDS will not be liable for, and Purchaser shall indemnify and hold BDS harmless from, any losses, damages, claims, suits, cost, and expenses (including, without limitation, reasonable attorney's fees) of any kind or nature arising from, based on, or related to the delivery, installation, operation, and use of the Equipment.
13. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between BDS and Purchaser and supersedes all prior agreements and understandings between BDS and Purchaser, either written or oral. All preliminary and contemporaneous agreements, statements and negotiations are merged into and incorporated herein. Only representations contained herein shall be binding on BDS. Purchaser has relied solely on Purchaser's own investigation and on the advice of Purchaser's own professional advisors in determining whether to enter into this Agreement. No employee or agent of BDS has the authority to modify or waive any of the terms hereof. This Agreement may be amended only by a writing signed by the parties hereto. This Agreement shall not be binding upon BDS until accepted in writing in the office of BDS in Dakota County, Minnesota.
14. **USE OF EQUIPMENT.** Purchaser acknowledges that the Equipment is being purchased for business purposes, and is not being purchased for Purchaser's personal, family, or household purposes.



PURCHASE ORDER

PAGE: 1
 149575
 P.O. NO.:
 DATE: 2/28/21

N.D. Sales Tax Exempt No. E-3009

BDS LAUNDRY SYSTEMS
 2430 ENTERPRISE DRIVE
 ST PAUL, MN 55120-1143

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY COORDINATOR
 211 9TH ST S
 FARGO, ND 58103

VENDOR NO.		5077			
DELIVER BY	SHIP VIA	F.O.B.	TERMS		
12/28/21			NET		
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
JIM LYMBURN-SALES MANAGER		HEINLE, SARAH J		GERALD JENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		101-1504-411.74-15		BDS	12/28/21
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	59347.00	EA	4 UNIMAC 65LB WASHER	1.0000	59347.00
SUB-TOTAL					59347.00
59347.00					

AUTHORIZED BY _____ COUNTY OFFICIAL