

BILL NO.: 19-0715

ORDINANCE NO.: 19-

0353

INTRODUCED BY: COUNCIL MEMBER (S)

Perry

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR JAIL SECURITY CONTROLS 2019; AND AUTHORIZATION**
5 **FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY**
6 **AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE**
7 **BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Jail Security Controls 2019

13 NUMBER OF BIDS RECEIVED

14 5

15 DATE OF BID OPENING

16 5-21-2019

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Public Works has determined that certain bids and proposals represent the

FILED
JUL 24 2019
KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

lowest and best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to Electronic Contracting Company for a term from date of approval to 7-21-2020 upon approval by the County Council and County Executive for **up to \$158,301.00 per term, for total amount not to exceed \$158,301.00 for the term**, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,
AS FOLLOWS:

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best vendor(s) bidding for each respective item or service as follows:

BID NAME

Jail Security Controls 2019

TERM

date of approval to 7-21-2020

Upon approval by the County Council and County Executive

AMOUNT

Up to \$158,301.00 per term,
for total amount not to exceed \$158,301.00 for the term,
subject to budgetary limitations

AWARDED BIDDER

1 Electronic Contracting Company

2 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
3 County Executive to execute the agreement attached hereto and incorporated herein by
4 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the
5 award of the bids and proposals set forth in this Ordinance. The County Executive is
6 further authorized to take any and all actions necessary to carry out the intent of this
7 Ordinance.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

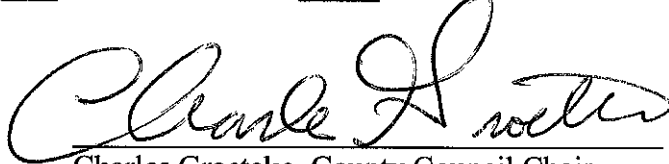
12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Tracey Perry	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>Absent</u>

THE ABOVE BILL ON THIS 22nd DAY OF July, 2019:

✓ **PASSED** **FAILED**


Charles Groeteke, County Council Chair



Pat Schlette, Council Executive Assistant

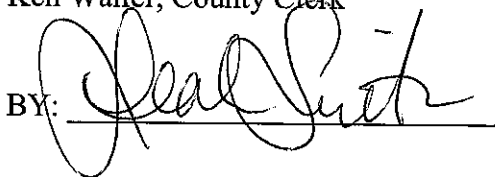
THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 23rd DAY OF July, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF
_____, 2019.


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:


Ken Waller, County Clerk

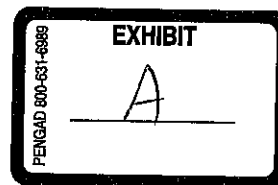
BY: 

First Reading: 07-22-2019

about 18



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG



BID #: 19-0047

Request for Proposal: JAIL SECURITY CONTROLS 2019

Date Issued: 4-23-2019

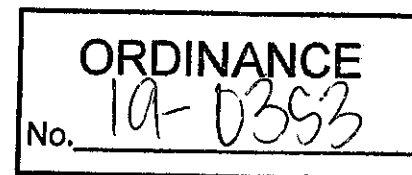
PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 21, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

JASON JONAS
Department of Public Works
636-797-5369
jjonas@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380



Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)

Contract Term:
ONE YEAR CONTRACT
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Electronic Contracting Company	David Daehling
Company Name	Authorized Agent (Print)
1823 W Sunset St.	<i>David Daehling</i>
Address	Signature
Springfield, MO 65807	Sales Engineer
City/State/Zip Code	Title
(417) 413-5630	5/16/2019
Telephone #	Date
ddaehling@eccoinc.com	47-0534405
E-mail	Tax ID #
	(816) 561-6857
	Fax #

DD

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Specifications	Page 11

REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

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PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

A. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

B. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

C. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

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K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcommo.org).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

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A. (X)Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X)Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO, Inc. 4500 Pine Lake Rd Lincoln NE 68506		CONTACT NAME: Laura Paulsen PHONE (A/C, No, Ext): 402-483-4500 E-MAIL ADDRESS: lpaulsen@insproins.com FAX (A/C, No): 402-483-7977	
INSURED Electronic Contracting Company PO Box 29195 Lincoln NE 68529		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
ELECT2		NAIC # 21415	

COVERAGES

CERTIFICATE NUMBER: 1824950559

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		0D95957	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		0E95957	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 0		0J95957	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4H37000	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Department of the County Clerk
Jefferson County Missouri
729 Maple St
PO Box 100
Hillsboro MO 63050-0100

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcommo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcommo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

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D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

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Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. **General:** Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **Bankruptcy or Insolvency:** In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

DD

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DD

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Nebraska.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

JASON JONAS – JEFFERSON COUNTY PUBLIC WORKS
636-797-5369



6501 NORTH 70th STREET
LINCOLN, NE 68507

May 16, 2019

DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

Subject: RFP — JEFFERSON COUNTY MISSOURI, JAIL SECURITY CONTROLS 2019

To Whom It May Concern,

This letter is in regards to the Request for Proposal for Jefferson County, Missouri's Jail Security Controls 2019 in fulfillment of line item 2b. under the "**REQUIRED DOCUMENTS**" section. On behalf of Electronic Contracting Company, I write to inform you that Electronic Contracting Company does not own real or personal property in Jefferson County, Missouri.

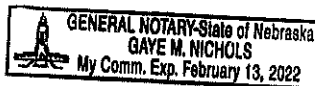
Sincerely,

A handwritten signature in cursive script that reads 'Peggy Gregory'.

Peggy Gregory
Accounts Payable

Notarized By,

A handwritten signature in cursive script that reads 'Gaye M. Nichols'.



Gaye M. Nichols
Accounts Receivable

Your Partner Providing Quality Solutions and Responsive Service

www.eccoinc.com

Lincoln

6501 N 70th St
Lincoln, NE 68507
(402) 466-8274

Omaha

5024 S 110th St
Omaha, NE 68137
(402) 341-2780

Kansas City

6020 Parretta Dr
Kansas City, MO 64120
(816) 561-6800

Springfield

1823 W Sunset St
Springfield, MO 65807
(417) 413-5630

Wichita

9809 E Orme St #102
Wichita, KS 67207
(316) 265-7878



6501 NORTH 70th STREET
LINCOLN, NE 68507

May 16, 2019

DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

Subject: RFP — JEFFERSON COUNTY MISSOURI, JAIL SECURITY CONTROLS 2019

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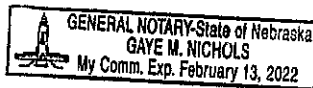
Sincerely,

A handwritten signature in cursive script that reads 'Peggy Gregory'.

Peggy Gregory
Accounts Payable

Notarized By,

A handwritten signature in cursive script that reads 'Gaye M. Nichols'.



Gaye M. Nichols
Accounts Receivable

Your Partner Providing Quality Solutions and Responsive Service

www.eccoinc.com

Lincoln
6501 N 70th St
Lincoln, NE 68507
(402) 466-8274

Omaha
5024 S 110th St
Omaha, NE 68137
(402) 341-2780

Kansas City
6020 Parrelta Dr
Kansas City, MO 64120
(816) 561-6800

Springfield
1823 W Sunset St
Springfield, MO 65807
(417) 413-5630

Wichita
9809 E Orme St #102
Wichita, KS 67207
(316) 265-7878

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now **Bruce E. Petersen** (Name of Business Entity Authorized Representative) as **Vice President of Finance** (Position/Title) first being duly sworn on my oath, affirm **Electronic Contracting Company** (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to **Jefferson County, MO** (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that **Electronic Contracting Company** (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **Jefferson County, MO** (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Bruce E. Petersen

Printed Name

Vice President of Finance

5/15/2019

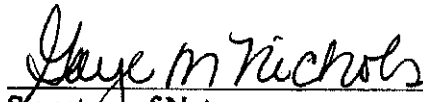
Title

Date

Subscribed and sworn to before me this **15th** of **May, 2019**. I am
(DAY) (MONTH, YEAR)

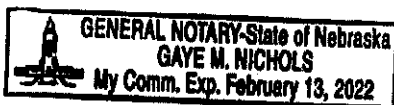
commissioned as a notary public within the County of **Lancaster**, State of
(NAME OF COUNTY)

Nebraska, and my commission expires on **2/13/2022**.
(NAME OF STATE) (DATE)


Signature of Notary

5/15/2019

Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that **Electronic Contracting Company** (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Bruce E. Petersen

Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Electronic Contracting Company

Business Entity Name

5/15/2019

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Electronic Contracting Company (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Bruce E. Petersen

Authorized Business Entity
Representative's Name
(Please Print)

Bruce E. Petersen

Authorized Business Entity
Representative's Signature

Electronic Contracting Company

Business Entity Name

5/15/2019

Date

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Company ID Number: 239926

Approved by:

Employer ELECTRONIC CONTRACTING COMPANY	
Name (Please Type or Print) Bruce E Petersen	Title
Signature Electronically Signed	Date 08/20/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/20/2009

Company ID Number: 239926

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	ELECTRONIC CONTRACTING COMPANY
Company Facility Address	6501 NORTH 70th STREET LINCOLN, NE 68507
Company Alternate Address	PO BOX 29195 LINCOLN, NE 68529
County or Parish	LANCASTER
Employer Identification Number	470534405
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	4

Company ID Number: 239926

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IOWA	1 site(s)
KANSAS	1 site(s)
MISSOURI	1 site(s)
NEBRASKA	1 site(s)

Company ID Number: 239926

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Bruce E Petersen
Phone Number (402) 466 - 8274
Fax Number (402) 466 - 0819
Email Address ECCO_LN@ECCOINC.COM

Company ID Number: 239926

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Bruce E Petersen
Phone Number (402) 466 - 8274
Fax Number (402) 466 - 0819
Email Address ECCO_LN@ECCOINC.COM

SPECIFICATIONS

SCOPE OF SERVICES JAIL SECURITY CONTROL SYSTEM UPGRADE

Project Purpose and Introduction:

Request the services of a security controls consultant and/or contracting company to review existing system conditions and submit a proposal on required and/or recommended improvements. The awarded contractor shall oversee any needed design, construction and installation of an upgrade solution for the Jefferson County, Missouri Jail facility security control system. The services anticipated for this project are detailed further in the contract work section.

The chosen Contractor shall be committed to work with Jefferson County Jail and Facility Services staff, as well as the assigned County Project Manager during installation and implementation to aid staff with a general understanding of the system. The Contractor shall be trained on the proper use and basic trouble shooting of the equipment. Upon completion of the installation, the Contractor shall be prepared to fully test the system to assure optimum functionality and performances are achieved.

Project Objectives

The Contractor shall be responsible to provide all labor, materials, equipment, supplies, and tools required to complete the work that has been proposed and awarded, and in compliance with all applicable federal, state and local codes and standards. The Contractor must oversee and coordinate the entire project. Any subcontractor must be approved by the County prior to the commencement of the contract work. The Contractor shall be responsible for cleanup and disposal of all trash and construction debris generated by the project, disposal of any existing items removed, but not used in the new installation, and repair of any damage to other jail components caused by the Contractor or their subcontractors. Final acceptance of the project will be provided by the County Project Manager.

The following are the basic project objectives:

1. Increase safety and security of the jail facility by providing a reliable, non-proprietary control system upgrade solution.
2. Increase reliability by providing PLC-based system.
3. Decrease County risks by providing all as-built documentation, programming and passwords upon project completion.
4. Improve facility safety by providing and integrating a digital intercom system.
5. Provide an IP-based CCTV system that is easily expandable and able to utilize the newly installed software, hardware, and licenses for future upgrades and expansion.
6. Prepare the end users for operation and basic system maintenance by providing comprehensive training to user groups and maintenance staff.

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7. Remove the burden of maintenance and warranty from the owner by providing not less than a one-year maintenance and warranty agreement.
8. Maintain a healthy Contractor/Owner relationship by establishing a mutually agreeable warranty and maintenance plan for the facility beyond initial warranty plan expiration.
9. All proposals submitted that includes hardware or software which must reside on or connect to a Jefferson County Sheriff's Office server must be able to meet security requirements of the Criminal Justice Information Network (CJIS) standards.

The following are the basic general requirements of the project:

1. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
2. All systems and components shall have been thoroughly tested and proven in actual use in situations of a similar nature.
3. All systems and components shall be provided with the availability of a toll-free (U.S. and Canada), 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance at no charge for as long as the product is installed.
4. All systems and components shall be provided with a one-day turnaround repair and 24-hour parts replacement. The repair and parts expediting shall be guaranteed by the manufacturer on warranty and non-warranty items.
5. Ability of the Contractor and equipment supply vendor to meet a four (4) hour response time in the event of emergency.
6. Ability of the Contractor and equipment supply vendor to provide a maintenance agreement proposal, with the associated costs, once warranties are set to expire.
7. A site visit and inspection shall be offered to all interested firms wishing to submit proposals for this project. Firms that attend one of these meetings will receive all ten (10) points out of the ten (10) maximum points for that rated category. Those that do not attend one of these meetings will receive zero (0) points out of ten (10) maximum points for that rated category. Attendance at only one of these meetings shall be necessary to receive the maximum points. These meetings shall be held at the job site location and on the following dates and times:

May 3, 2019 at 1:00PM and May 6, 2019 at 1:00PM

8. To maintain security, integrity and intent of this project; the County reserves the right to observe the Contractor's operations and inspect their work site at any and all times. The Contractor shall agree to abide by any and all of the County rules and regulations, as well as the Jail security measures, procedures and protocols.
9. Due to the sensitive nature of the project location, the County requires all employees of the Contractor and any subcontractors, that are required to perform, inspect or oversee work of this project, shall successfully pass a criminal background check that is to be conducted by the Jefferson County Sheriff Office. Any such employee(s) that fails this measure shall not be permitted on the job site. Prior to commencing any work, the Contractor shall submit to the

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County a list of all employees it proposes to use in providing the services under the contract. In addition, the Contractor shall cooperate with the County to accomplish a fingerprint-based criminal background check of all said named employees. The County reserves the right to approve/disapprove of any of the proposed Contractor's employees. No Contractor's employee shall work at the County facility until such time as the Contractor's employee has been approved by the County.

10. The County reserves the right to order immediate removal of any employee of the Contractor, or of their subcontractors, from the job site for just cause. Reasons could include; but are not limited to, security, disorderly behavior, intoxication, violation of laws, unsafe behavior, or for emergency public safety.
11. Respondents must provide three project reference installations. Experience with jail or detention security control systems will receive more rating points in the related experience and technical competence/expertise scoring categories. Project client information or details on those projects is highly encouraged.
12. Respondents must have sold and installed software and hardware architecture identical to that which is being proposed in this project. Additionally, at least one year of experience with the same system(s) in an effectively similar environment shall be required.
13. Respondents must provide a submitted proposal that includes control system support options of: (a) remote support via two-factor internet allowed; and (b) restricted to phone and on-site support only. Both of the above two options must be offered to the County. Final decision on support shall be at the discretion of the County.

Existing System Information, Observations and History:

The Jail Security Control System Upgrade project will be located at the Jefferson County, Missouri Jail, 510 First Street, Hillsboro, Missouri 63050. The existing control system software and hardware are past their design life and in need of immediate repair, replacement and/or upgrade.

The current system consists of several main components as follows:

- Officer Control Stations (OCS);
 - Age of the existing desktop computers requires the need for replacement.
 - Existing touchscreen monitors are an outdated format and requires upgrade.
 - Operating system on desktops is no longer supported and requires upgrade.
 - Current control system software (WonderWare InTouch V9.5) must be upgraded.
 - Current computer hardware and software system fail-safe measures are outdated and in need of improvement and upgrade.
 - Existing graphic screen displays are cluttered, less functional and needs upgrading.

- Programmable Logic Controller (PLC), which provides actual door, intercom and utility control;
 - PLC system is in good working condition and all its components are still being manufactured. The County expects these components to last for the foreseeable future.
 - PLC system consists of a single PLC with components installed in remote racks located in ten cabinets, in four areas of the Jail facility. The remote racks and control system computers are linked together with various ethernet cables and switches. The existing system was designed to utilize only one PLC processor to control all of the facility security controls. This system reliance on one processor creates a single point of failure. If the processor fails, then all door control, intercom control and inmate utility control cease to operate. The video system is the only control system that is not operated by the PLC.
 - There currently are no known spare parts on hand for the PLC system.
- Intercom Components;
 - Currently the intercom system is functioning well.
 - The existing system is a hybrid and not stand-alone.
 - It utilizes some Dukane intercom components and relies on the PLC system to provide system control.
 - The PLC system receives call-in requests, annunciates call-ins, queues multiple call-ins, and places out-bound calls to intercom stations.
 - If the PLC system or the officer control station fails, then the officers are no longer able to initiate or answer intercom calls.
 - It is suspected that the existing Dukane intercom hardware is obsolete and unsupported. Replacement components are viewed to be difficult to obtain and repair of existing components may also be problematic going forward.
- Control System Ethernet Network;
 - Ethernet dedicated to the security control system is composed of good cabling and very good, industrial-hardened, DIN rail mounted ethernet switches. There does not appear to be any performance issues with this system.
 - There currently are no known spare ethernet switches in the event of a failure.
- Video System.
 - The current system works reliably; however, is short on storage capacity.
 - The facility is unable to keep the desired 60 days of camera videos.

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- Video System.
 - The current system works reliably; however, is short on storage capacity.
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- The County has an advertisement for bids to upgrade this system under a separate contract. The Contractor for both awarded contracts must coordinate together to make sure both systems are integrated and compatible with each other.

Basis of Project Proposals / Contract Work:

The following information shall only serve as a framework of the anticipated project work required or assumed by Jefferson County, Missouri. These details and assumptions shall not be construed as either all-inclusive or essential in terms of what each potential bidder may view as needed, required or recommended per their own independent evaluation. Each interested party that wishes to consider a bid submission is highly encouraged to attend one of the site visit meetings during the bidding process to perform their own onsite evaluation of the existing system. In doing so, these engaged firms will be able to better understand what solutions to include and omit in their final proposal. Failure to perform such an evaluation and fully understanding the facility needs for repair, improvement and upgrade may result in poor scoring in one or more of the rating categories listing within this request for proposal.

- County Anticipated Security Control System Upgrade Solutions
 - Officer Control Stations (OCS).
 - Proposed basic and/or enhanced upgrades or improvements of OCS (multiple options or no options may be submitted).
 - Proposed PC hardware replacements for OCS.
 - Proposed touchscreen monitor replacements for OCS.
 - Existing WonderWare or other alternative proprietary program software upgrade and installation.
 - Hardware and software configuration for security control system.
 - Other basic and/or enhanced upgrades of OCS as proposed.
 - Subtotal cost(s) associated with this section for each option submitted.
 - Programmable Logic Controller (PLC).
 - Proposed basic and/or enhanced upgrades or improvements for PLC (multiple options or no options may be submitted).
 - Subtotal cost(s) associated with this section for each option submitted.
 - Intercom Components (IC).
 - Proposed basic and/or enhanced upgrades or improvements for IC (multiple options or no options may be submitted).

- Subtotal cost(s) associated with this section for each option submitted.
- Control System Ethernet Network (CSEN).
 - Proposed basic and/or enhanced upgrades or improvements for CSEN (multiple options or no options may be submitted).
 - Subtotal cost(s) associated with this section for each option submitted.
- Administration of the Jail Security Control System Upgrade Project
 - Develop/manage design, construction, installation, scheduling, details, etc.
 - Coordination of the subcontractors during all phases of the project.
 - Coordination with contractors associated with the Jail video system upgrade project.
 - Communication with County and all monitoring agencies on project progress.
 - Act as the general information source for all questions regarding the project.
 - Review and approve all shop drawing and material selections.
 - Determination and acquisition of all necessary permits, certification, or inspections.
 - Submission and approval of all phases of the project through Local, State and Federal permitting/controlling agencies (any fees to be paid by Contractor).
 - Assist County Project Manager in the selection of project features (if required).
 - Assist County Project Manager with project close out.
 - Coordination of final inspection of project.
 - Correction of any non-conforming work of project.
 - Collection and submission of warranty documents.
 - Collection and submission of operations and maintenance manuals.
 - Collection and submission of design plans and details.
 - Respond to questions and comments from any inspection agency in writing.
 - Provide user training on all system hardware and software installations.
 - Documentation of the project to include.
 - Design drawings, schematics, and necessary details.
 - List and certification of all original parts used in the project.

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- Subtotal cost(s) associated with this section for each option submitted.
- Control System Ethernet Network (CSEN).
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 - Subtotal cost(s) associated with this section for each option submitted.
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 - Collection and submission of operations and maintenance manuals.
 - Collection and submission of design plans and details.
 - Respond to questions and comments from any inspection agency in writing.
 - Provide user training on all system hardware and software installations.
 - Documentation of the project to include.
 - Design drawings, schematics, and necessary details.
 - List and certification of all original parts used in the project.

- Inspection reports, permits, certifications and documents detailing compliance with building, safety, and ADA standards.
- Insurance requirements and lien waivers for all project contractors.
- Prevailing wage requirements.
- Warranty documents and operation and maintenance manuals.
- List of all supplier specific parts and components with the contact and order information for the suppliers.
- Construction site management for the project.
 - Schedule updates of the construction progress must be provided to County Project Manager.
 - Accommodations will be made to provide minimum disturbance to the normal functions and activities of the Jail facility.
 - Work area to be tidy and comply with all safety regulations.

Project Team:

The proposed project team must contain and identify in the proposal, the team members and subcontractors that will be necessary for each component of this project. The fees, services and cost estimates shall be broken down to the smallest proposed unit of delivery and then totaled for all necessary category listings advertised.

Project Proposal Submissions:

Project proposals are due to the County no later than by 2:00 pm CST on Tuesday, May 21, 2019. Proposals will be publicly opened and read aloud at the time and date indicated above. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening. Delivery shall be to the attention of the office of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri, 63050. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the project title, name and address of the bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late bids will not be accepted and will be returned to the sender, unopened. Proposals shall include all fees and services necessary to complete this project. All sub-consultant fee proposals shall also be included in the total project fees.

Anticipated Project Selection and Award Timeframe:

- May 21, 2019 – Proposals due to the County; Opening of Submitted Proposals
- May 28, 2019 – Anticipated Selection of Contractor
- June 10, 2019 – Anticipated Award of the Contract
- June 17, 2019 – Anticipated Issuance of Notice to Proceed
- Schedule for Project Completion – As Defined by Contractor Proposal

Proposal Review:

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Proposals will be evaluated on certain category qualifications and the ability of the bidding company to meet the needs of the County. The security system control project proposal will need to balance: total project cost; timeframe required to complete project; functionality of the proposed solutions; and maintenance or serviceability of the proposed components (general availability of parts/components, service plan, warranties, etc.).

Contractor Selection:

The selection of the team for this project shall be made using the following rated categories and weight scale associated with this request for proposal:

<u>Category</u>	<u>Point Scale</u>
Total Project Cost (as awarded)	50 points max.
Related Project Experience	10 points max.
Technical Competence and Expertise	10 points max.
Details of the Project Proposal	10 points max.
Evaluation of the Project Site	10 points max.
Project Schedule	<u>10 points max.</u> 100 points max.

Category Definitions:

Total Project Cost (as awarded) – Lowest responsive bidder will be awarded 50 points. All low bids in succession to the lowest bidder shall receive 10 less points respectively (i.e. 1st = 50 pts, 2nd = 40 pts, and so on). As awarded refers to cost comparison of what elements of the project are funded and awarded to the selected bidder. Certain elements, options or alternatives of the project may not get funded and awarded, and; therefore, shall not be part of a cost comparison. The County highly encourages the submission of multiple options for each element, option or alternative of the project work to be considered.

Related Project Experience – Rating of proposal on relevant and related project experience on a scale of 1 to 10.

Technical Competence and Expertise – Rating of proposal on technical competence and professional expertise of the team on a scale of 1 to 10.

Details of the Project Proposal – Rating of proposal on components or elements being required or recommended by the bidder versus the specified requirements and recommendations of the County, on a scale of 1 to 10.

Evaluation of the Project Site – Rating of proposal on what extent the team reviewed the existing facility conditions and capacity as a basis for the proposal's required and/or recommended improvements, repairs, replacements, upgrades, etc. on a scale of 1 to 10.

Project Schedule – Rating of proposal on submitted project schedule on a scale of 1 to 10.

Proposals will be evaluated on certain category qualifications and the ability of the bidding company to meet the needs of the County. The security system control project proposal will need to balance: total project cost; timeframe required to complete project; functionality of the proposed solutions; and maintenance or serviceability of the proposed components (general availability of parts/components, service plan, warranties, etc.).

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Evaluation of the Project Site – Rating of proposal on what extent the team reviewed the existing facility conditions and capacity as a basis for the proposal's required and/or recommended improvements, repairs, replacements, upgrades, etc. on a scale of 1 to 10.

Project Schedule – Rating of proposal on submitted project schedule on a scale of 1 to 10.

The proposing teams are highly encouraged to explain how they best meet the above stated categories to assist the County in rating the proposals. The County reserves the right to reject proposals that do not entirely cover the scope of services being requested. The firms are highly encouraged to contact the County Project Manager with any questions pertaining to what is being requested or required in the proposal. All correspondence that relates to this project must be directed to the County Project Manager only in order to maintain a fair bidding environment. The County Project Manager for this project is as follows:

Jason Jonas, P.E
Office: 636-797-5369
Email: jjonas@jeffcomo.org

Total cost of project \$ 158,301

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this May day of 16th 2019:

Electronic Contracting Company

County of Jefferson, State of Missouri

Company Name

David Daehling
Signature
David Daehling

Dennis Gannon J. County Executive

Print

Company Address:

1823 W Sunset St, Springfield, MO 65807

Phone: (417) 413-5630

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this May day of 16th 2019:

Electronic Contracting Company

Company Name

County of Jefferson, State of Missouri

David Daehling
Signature
David Daehling

Print

Dennis J. Gannon
Dennis Gannon J. County Executive

Company Address:

1823 W Sunset St, Springfield, MO 65807

Phone: (417) 413-5630

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Kristy L. Appell
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor

COOPERATIVE BID FORM

Bid Name: ECCO Jail Security Controls

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes _____ No x _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ _____

BY: David Daehling

TITLE: Sales Engineer

COMPANY: Electronic Contracting Company

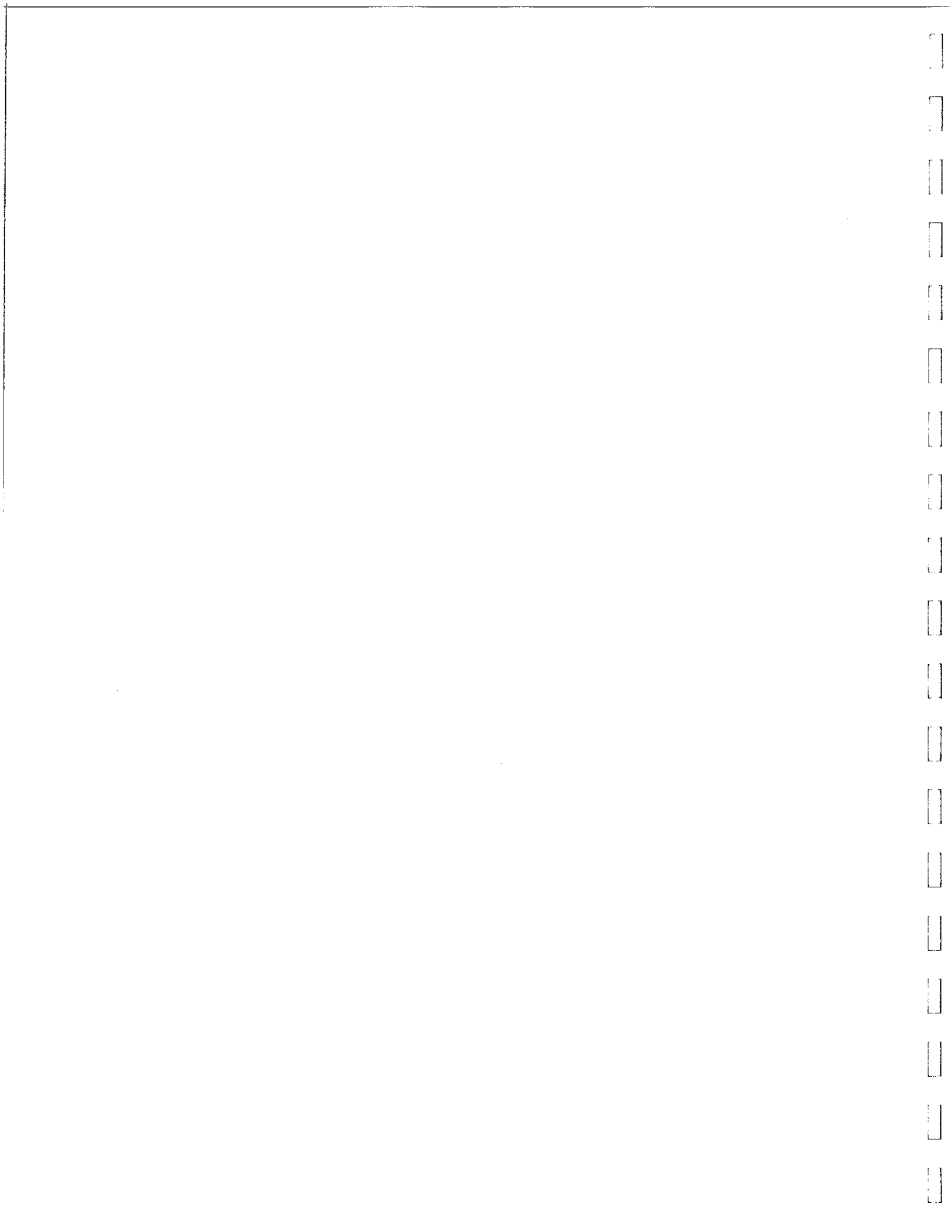
CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (816) 841-8003

E-mail ddaehling@eccoinc.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**

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Jefferson County Jail Hillsboro, Missouri



Proposal & Qualifications

5.21.2019



TO: DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

Cass County Sheriff's Office
Wm. C. Brueggemann – Sheriff
City/County Law Enforcement Center

336 Main Street
Plattsmouth, NE 68048

402-296-9374
bill@co.cass.ne.us

October 28, 2015

To Whom It May Concern:

I am delighted to have been asked to write a letter of recommendation on behalf of Electronic Contracting Company. I have worked closely with the Electronic Contracting staff numerous times over the past 16 years and have nothing but positive things to say about the service and the products which they have provided to me and the Cass County Sheriff's Office. Whether it's a professional request, or a personal request, their dedication to the task, and their high ethical standards never cease to amaze me. Electronic Contracting Company is highly thought of throughout the Law Enforcement community and people, such as myself, find that the friendships that become established with their staff on every level form an awesome foundation for continued sales, service and support for our future projects.

Having only limited knowledge of what our facility security options might be, the sales staff has always taken the time to explain every step and every option that is available to us in choosing the right equipment that would fulfill our needs. The Technicians who install the equipment work closely with my staff to make every effort to avoid any disruptions of our work schedule and are expeditious with their installation in hopes of causing the least amount of disruption. The service Technicians who help train us with any newly installed equipment, and/or respond to the few service calls we've had, do so with enthusiasm and pride, which indicates their passion for the profession they are in.

I have no reservations when I say that I highly recommend Electronic Contracting Company for all of your needs. Whether it be for audio/video communications, fire alarm systems, security locks/camera's, efficient and prompt service calls, or even to make all this equipment communicate with each other, I feel that Electronic Contracting is second to none.

If you would like to talk to me personally, please don't hesitate to call.

Respectfully,



Wm. C. Brueggemann
Sheriff – Cass County Nebraska

Cass County Sheriff's Office
Wm. C. Brueggemann – Sheriff
City/County Law Enforcement Center

336 Main Street
Plattsmouth, NE 68048

402-296-9374
bill@co.cass.ne.us

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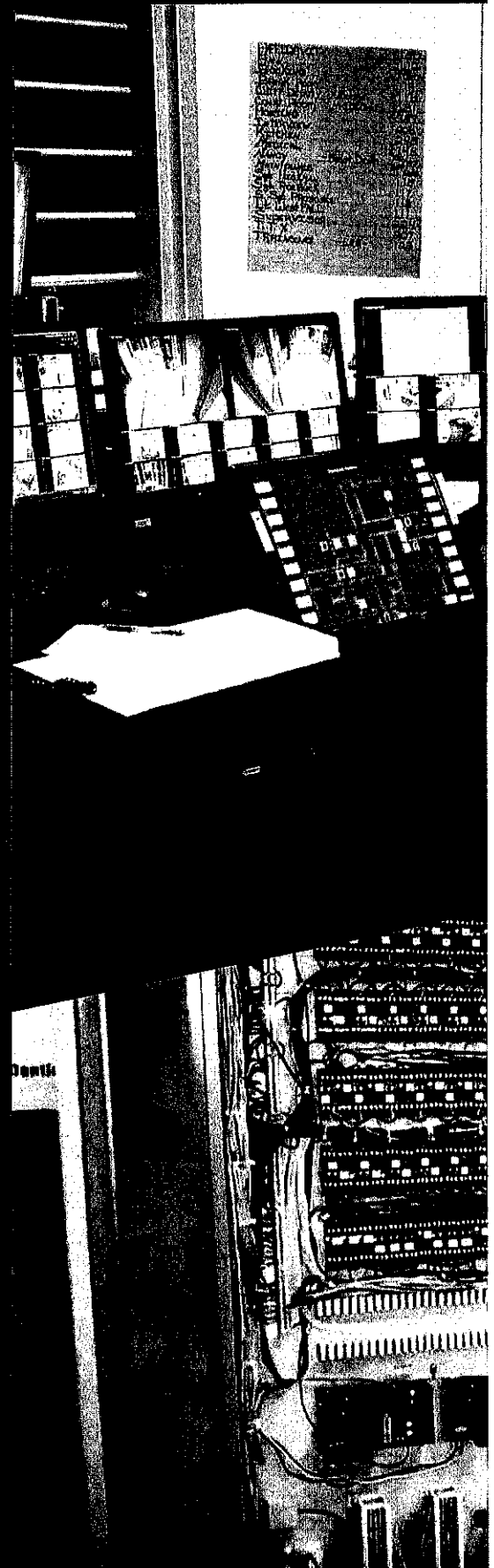
Wm. C. Brueggemann
Sheriff – Cass County Nebraska

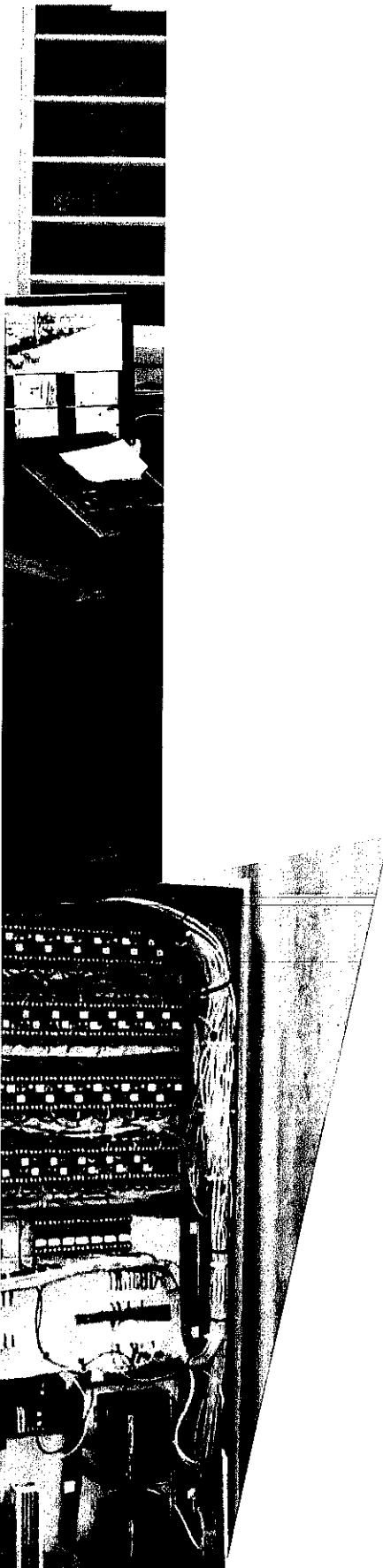
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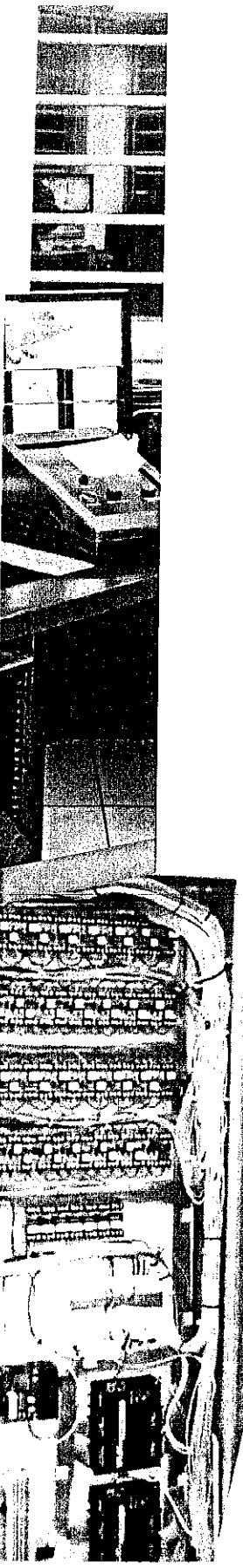
ELECTRONIC CONTRACTING CO





Thank you for your consideration.

We are excited to have the opportunity to work with you on this project. We believe that our experience, knowledge, size, and flexibility put us in the perfect position to be a great partner for you on this project. Please don't hesitate to contact us at any point during this process if you have any questions.



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A Word About Us

Founded in 1958, Electronic Contracting has become one of the leading systems integration firms in the Midwest after over 60 years of business. We pride ourselves in our ability to utilize a team-based approach to provide the most cost-effective solution to meet our clients' needs and are unique in our ability to fabricate in-house custom configurations and components.

A partnership with Electronic Contracting is more than just a handshake. We aim to build relationships based on trust and reliability and make every effort to handle projects with the upmost care and efficiency. We dedicate our time to work with you every step of the way, so together we can bring all of your needs to light and provide a solution that is exactly what you're looking for.

From our corporate headquarters in Lincoln, Nebraska, Electronic Contracting Company is built around a high-quality team of design, sales, installation, service and support personnel. We solve the needs of churches, corporate, correctional, education, healthcare, and industrial facilities every day. Below are some of the common systems we incorporate in our solutions.

Access Control

Controlling access to your facility and certain rooms within it is a huge asset to have for any Security System. Our certified staff can provide you with state of the art Access Control Systems that can integrate with your Video Surveillance Systems.

Active Shooter

In the event of an Active Shooter, every second counts and every life matters. Our team can design and install an Indoor Active Shooter Detection System that can instantly detect when shots are fired & display the location, and alert authorities.

Audio/Visual

From Digital Signage to Professional Sound to Video Walls, we do it all when it comes to AV Systems. Our certified designers, programmers, & engineers can automate & provide central control for all your AV systems.

Intercom/Paging

Communication is key for any organization. With our intercom systems, users can create specific tones & voice messages for each emergency situation in order to distribute pre-recorded emergency instructions.

Intrusion

Detection is the first step to protecting your facility's staff & property. Our intrusion detection systems will alert you immediately of any breach, & Central Monitoring is available for instant response.

Video Surveillance

Video Surveillance has become a vital part of an organization's security measures. Our team can customize a system specific to your facility's needs using the latest technology available today.

For a more complete list of the systems and solutions we offer, please visit:

<https://eccoinc.com/solutions>

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Corporate Profile

Location of Corporate Headquarters

- ▶ **6501 North 70th Street
Lincoln, Nebraska 68507**

Office Locations

- ▶ **Lincoln, Nebraska**
- ▶ **Omaha, Nebraska**
- ▶ **Kansas City, Missouri**
- ▶ **Springfield, Missouri**
- ▶ **Wichita, Kansas**

Location of Office Assigned to this Project — **Springfield, Missouri**

Number of Years in Business — **61**

Former Organization Names — **Electronic Equipment Supply Co.**

Date of Incorporation — **1978**

State of Incorporation — **Nebraska**

Legal Company Organization — **S Corporation**

Facility Size — **25,000-square-feet**

Completed Projects — **10,000+**

Corporate Profile Cont.

Officer Names & Addresses:

- ▶ **Owner**
Phyllis Acklie
- ▶ **Chairman**
Jeffrey L Schumacher
- ▶ **President & CEO**
Kyle Habben
- ▶ **Executive Vice President**
Matt Thorne
- ▶ **VP Finance, Treasurer, Asst. Secretary**
Bruce E Petersen
- ▶ **VP of Business Development**
Dan Throener

Question Contacts:

- ▶ **Billing Questions**
Bruce Petersen
402.465.6924
bpetersen@eccoinc.com
- ▶ **Service Questions**
Kyle Robinson
816.841.8007
krobinson@eccoinc.com



Corporate Profile Cont.

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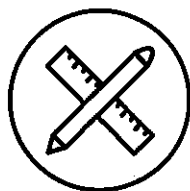
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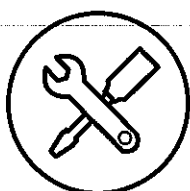
What We Do

Electronic Contracting offers turnkey technology solutions that are tailored to facilities' exact needs. We don't believe in "out-of-the-box" or "one-size-fits-all" solutions where what you see is what you get. We value our client relationships and strive to provide simple and cost-effective solutions that give facilities the maximum benefits.



Design

Our design team consists of three areas: Sales Support Engineers, Project Engineers, and Field Engineers. Our Sales Support Engineers work with our sales team to help design your solution. They determine based on your needs what products and technologies are to be used and from there they create a bill of materials. Once we engage in a partnership, the Project Engineers utilize CAD to create shop drawings consisting of floor plans and one-line diagrams. They detail how the system is going to function, and with those details they finalize the bill of materials. Our Field Engineers take the design and make them a reality. They bring the systems to life by programming each one in accordance with your expectations.



Installation

Electronic Contracting Company's installation department consists of experienced and professional technicians. They possess the industry's most respected certifications and are backed by advanced support technicians and engineers. Our installation technicians believe in nothing less than a neat and clean installation. Installations are the signature mark our company leaves on a facility, so we strive to make every mark we leave a memorable and everlasting one. We don't install our systems and call it a day. Our installation department spends time after an install training the end-users on how to use the system. We give our clients a full understanding of how to operate our systems so they can get the most value out of our partnership.



Service

Electronic Contracting Company's service department is staffed by experienced and highly qualified electronics technicians that take pride in resolving our clients' service needs in a thorough and efficient manner. Through our dedicated on-call service technicians, service is available 24 hours a day, 7 days a week. After hours calls are routed to the on-call technician during the initial call. This ensures the fastest response time possible, especially for critical life safety system requirements. Our service department offers service contracts on all our systems to provide our clients with service at a great value.

Certifications

No certification is more useful than our decades of experience but we have them too. Below are a few that pertain to this project.



**Axis
Certified
Professional.**



TESIRA FORTÉ
CERTIFIED

Biamp Education Experience



VoIP
CERTIFIED

Biamp Education Experience

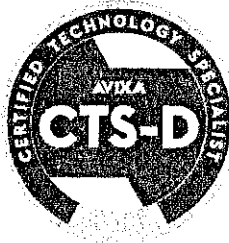
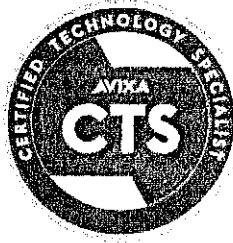


Gold Partner



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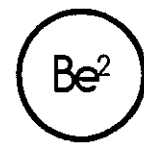


**Axis
Certified
Professional.**



TESIRA FORTÉ
CERTIFIED

Biamp Education Experience



VoIP
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Gold Partner



Our Team

Our company structure allows us to be very nimble, decisions tend to not get bogged down with layers of bureaucracy. One of our best attributes as a company is our ability to react to projects that change at a rapid pace.

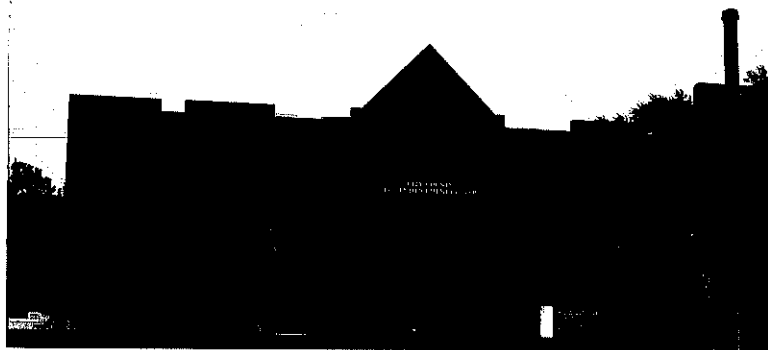
Total Number of Employees — 115+

Number of Design Staff — 12

Number of Installation Staff — 52

Number of Project Management Staff — 4

Number of Software Programming Staff — 4



“

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Bill Brueggemann
Sheriff | Cass County Nebraska



Sales Engineer

David Daehling

David has been in the industry for over 20 years. During that time he has provided communication, fire alarm, and security systems for hundreds of clients including Barry County Jail, Izard County Jail, and Stone County Jail.



Executive Vice President

Matt Thorne

Matt oversees our technical operations and leads our team of engineers, programmers, and drafters. Matt holds certifications from CTS-D, Crestron DMC-E-4K, and is one of our Crestron certified Master Programmers. Matt has provided insight to our work for over 20 years.



Vice President of Operations

Habe Darr

As an over 20-year veteran of Electronic Contracting Company, Habe works with all offices to coordinate and manage installation and service in our territories to ensure our clients receive quality solutions and responsive service.



Systems Engineer/Designer

Brad Oberg

Brad has 17 years of systems engineering experience designing security systems for clients such as Cass County Jail, Grundy County Jail, and Stone County Jail. He's certified in CTS, NICET I Audio Systems, NICET IV Fire Alarm Systems, and Crestron DMC-D-4K.



Systems Programmer

Matt Kubes

Matt has been with us for 17 years, programming major jail projects including Cass County Jail, Grundy County Jail, and Stone County Jail. He's certified in Biamp Tesira SERVER (9335), Biamp TesiraForte (10919), CTS, Crestron DMC-D-4K, and a Crestron Certified Programmer.



Lead Installer

Rory Thelen

Rory holds a CTS-I certification and has 9 years of experience installing electronic systems for hundreds of clients including Cass County Jail, Grundy County Jail, and Stone County Jail.





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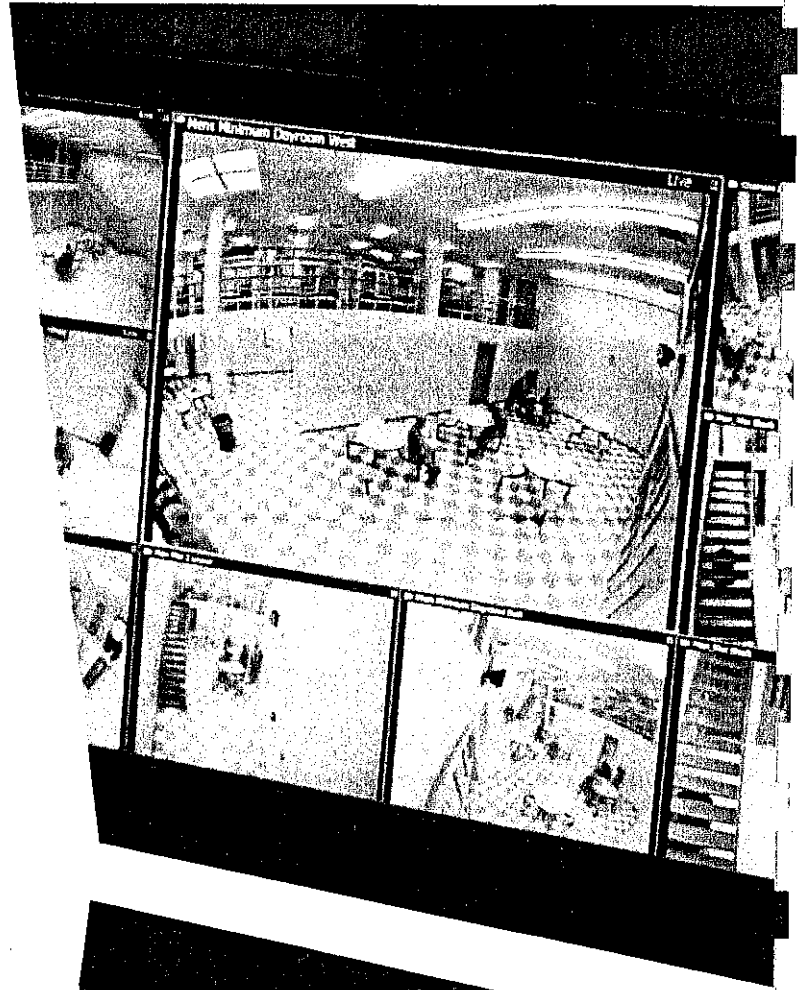
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Lead Installer

Rory Thelen

Rory holds a CTS-I certification and has 9 years of experience installing electronic systems for hundreds of clients including Cass County Jail, Grundy County Jail, and Stone County Jail.



Our Clients

We have a very long list of great organizations we have had the pleasure of working with over the years. Below are a few projects with similarities to yours.



**Barry County Sheriff's Office
Cassville, Missouri**

ECCO replaced the existing Jail Control System and Intercom Head-End to provide the Stone County Sheriff's Office with modern, jail technology solutions. The system features 3 Touch Screen Monitors that control the entire jail.



**Boone County Sheriff's Office
Harrison, Arkansas**

The Boone County Sheriff's Department moved from a 36-bed facility in downtown Harrison to a new 103-bed facility on the south edge of Bellefont. ECCO provided the head-end of an integrated intercom & jail control system, and integrated it with the access control, lighting, TV, video surveillance, & water valve systems for centralized touch screen control.



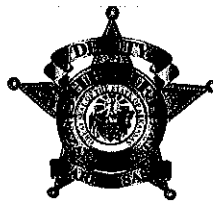
**Cass County Sheriff's Office
Plattsmouth, Nebraska**

The Cass County Law Enforcement Center houses the offices of the Cass County Sheriff, the Plattsmouth Police, & a 110-bed jail. ECCO provided audio monitoring, facility & visitor intercom, video surveillance, & an integrated touch screen jail control system.



**Grundy County Sheriff's Office
Trenton, Missouri**

The Grundy County LEC replaced the previous 104-year-old, 16-bed jail. Now, they have the benefit of a modern, 30-bed maximum security facility. ECCO provided an integrated touch screen jail control system, video surveillance, visitation phones, access control, fire alarm, & facility intercom systems.



**Izard County Sheriff's Office
Melbourne, Arkansas**

The Izard County Detention Center is a long-term lockup facility with a capacity of 34 inmates and four state 309 inmates. ECCO provided an integrated Jail Control & Intercom System for their jail, allowing for better communication and more efficient security.



**Stone County Sheriff's Office
Galena, Missouri**

ECCO replaced the existing Jail Control System, Cell Door Locks, Intercom Head-End, & Remote Speakers to provide the Stone County Sheriff's Office with modern, jail technology solutions. The system features 3 Touch Screen Monitors that control the entire jail.

For a more complete list of the clients we've recently worked with as well as client profiles, please visit:

<https://eccoinc.com/projects>

1

► **Plattsmouth, Nebraska**

- ▶ Access Control
- ▶ Audio Monitoring
- ▶ Facility Intercom
- ▶ Touch Screen Jail Control System
- ▶ Video Surveillance
- ▶ Visitation Phones

- ▶ Design
- ▶ Estimating
- ▶ Installation
- ▶ Integration
- ▶ On-Going Support
- ▶ Project Management
- ▶ Service

► **Head-End Video Surveillance System from Analog to Digital**

▶ IP Cameras

Bill Brueggemann
Cass County Sheriff
Phone: (402) 296-9370

"I couldn't be happier with Electronic Contracting. They've done a wonderful job. They've answered my questions, and they're there when I need them."

Featured Projects

Cass County Law Enforcement Center



Location

- ▶ Plattsmouth, Nebraska

Systems

- ▶ Access Control
- ▶ Audio Monitoring
- ▶ Facility Intercom
- ▶ Touch Screen Jail Control System
- ▶ Video Surveillance
- ▶ Visitation Phones

Services

- ▶ Design
- ▶ Estimating
- ▶ Installation
- ▶ Integration
- ▶ On-Going Support
- ▶ Project Management
- ▶ Service

Upgrades

- ▶ Head-End Video Surveillance System from Analog to Digital

Additions

- ▶ IP Cameras

Contact

Bill Brueggemann
Cass County Sheriff
Phone: (402) 296-9370

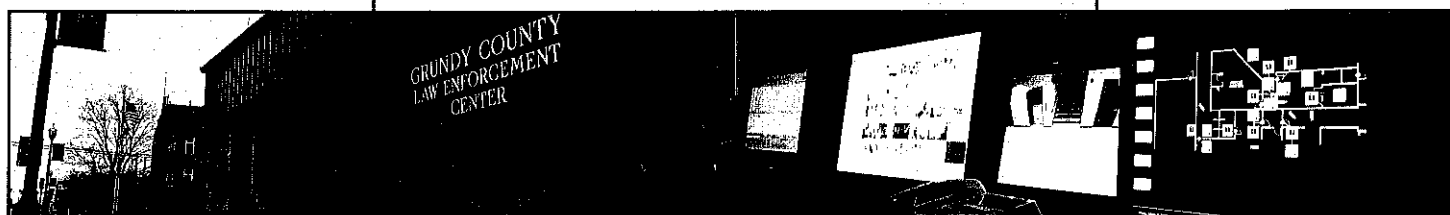
Testimonial

"I couldn't be happier with Electronic Contracting. They've done a wonderful job. They've answered my questions, and they're there when I need them."

Featured Projects

2

Grundy County LEC



Location

- ▶ Trenton, Missouri

Systems

- ▶ Access Control
- ▶ Audio Monitoring
- ▶ Facility Intercom
- ▶ Fire Alarm
- ▶ Touch Screen Jail Control System
- ▶ Video Surveillance
- ▶ Visitation Phones

Services

- ▶ Design
- ▶ Estimating
- ▶ Installation
- ▶ Integration
- ▶ On-Going Support
- ▶ Project Management
- ▶ Service

Upgrades

- ▶ Access Control System Upgrade

Contact

Rodney Herring
Grundy County Sheriff
Phone: (660) 359-2828

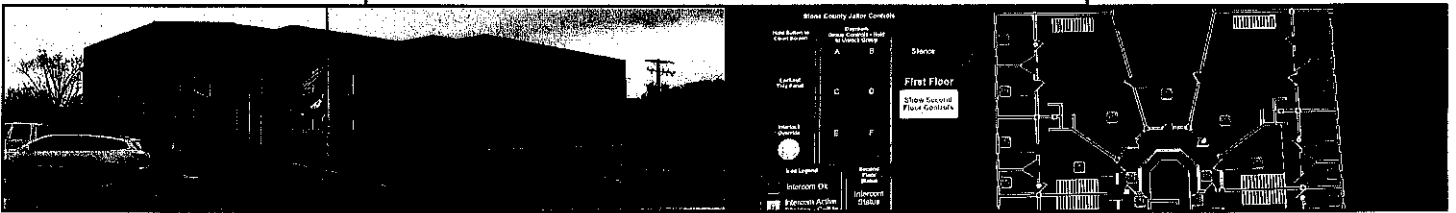
Testimonial

"Everybody's on a budget these days, and ECCO has basically done everything they can to meet my needs, and they've done that on my budget. They're a dependable company. They're a reputable company. They've been around, and anytime I have a problem, they're always there for me to help me fix that problem. I get very quick service. They're very responsive, and its just been a great partnership with them in the 8 years that I've been here at this facility."

Featured Projects

3

Stone County Jail



Location

- Galena, Missouri

Systems

- Touch Screen Jail Control System
- Intercom

Services

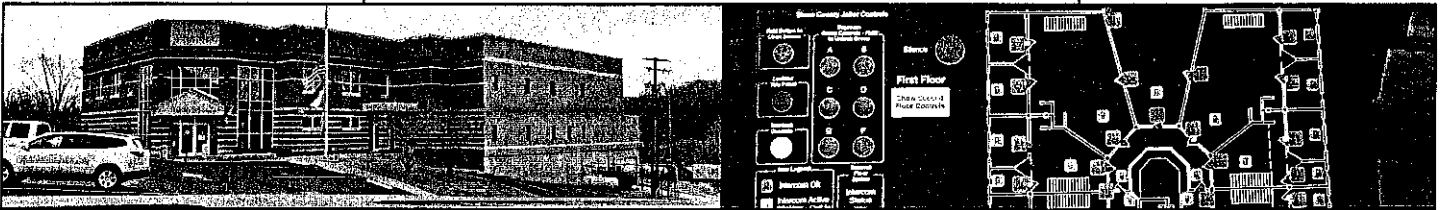
- Design
- Estimating
- Installation
- Integration
- On-Going Support
- Project Management
- Service

Contact

Captain Isaac Cornelison
Jail & Court Security Administrator
Phone: (417) 357-6652

Featured Projects

Stone County Jail



Location

- ▶ Galena, Missouri

Contact

Captain Isaac Cornelison
Jail & Court Security Administrator
Phone: (417) 357-6652

Systems

- ▶ Touch Screen Jail Control System
- ▶ Intercom

Services

- ▶ Design
- ▶ Estimating
- ▶ Installation
- ▶ Integration
- ▶ On-Going Support
- ▶ Project Management
- ▶ Service

Project Timeline

The following is a high-level order of events for the Jefferson County Jail's Touch Screen Jail Control, Intercom, and Camera Call-Up Systems.

Award of Project

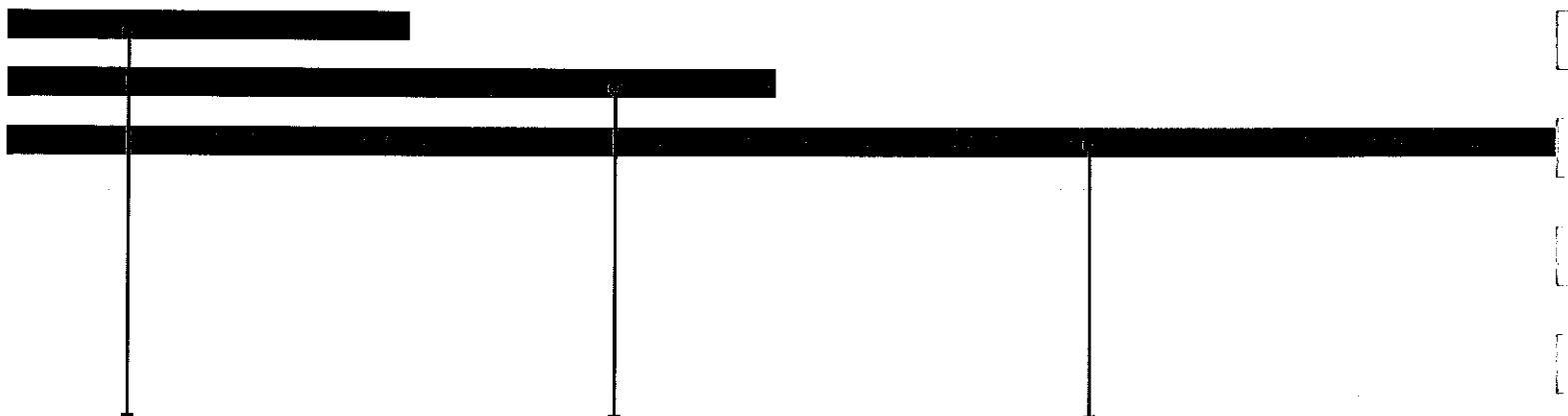
Upon award of the project we begin to add team members to help complete the design. We will work with you during this time to make sure that the systems we are going to integrate into your space work for you in the best way.

Completion of Design Intent

When we have a finished design and scope we will bring drafting on board to produce shop drawings with every detail accounted for so all the partners on the project know our needs when they go to do their work.

Approval of Shop Drawings

Once our shop drawings are approved we will begin to execute our plan of procurement. Equipment will start to arrive in our warehouses and we will begin pre-assembly of racks and carts to minimize our time needed on-site.



Installation

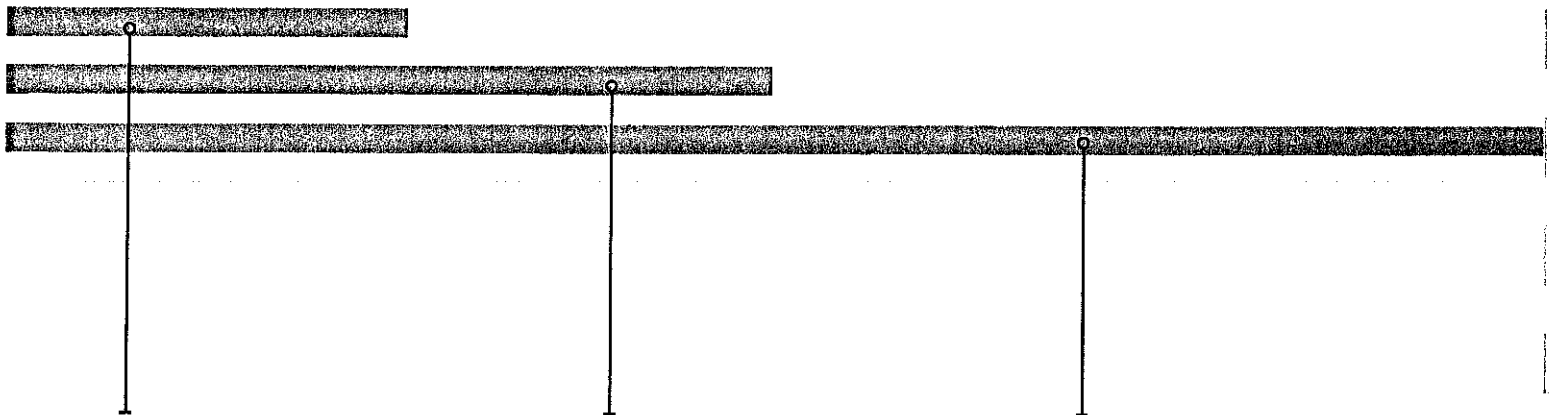
When the time comes, our teams of experienced install technicians will descend on your project, go through all the required on-site safety trainings and begin our install. We work closely with the other contractors to serve their schedules even as they change.

Finish Installation

Our installation will complete with engineers and programmers on-site going through the systems and making sure everything is up and working as intended. At this time we will provide the first round of trainings as well.

Warranty Period

As a standard, for the first year after project completion we provide a warranty on our installation and facilitate equipment warranties free of charge. If you would like additional training, preventative maintenance as well as additional years of warranty, we can provide that also.



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Scope of Work + Pricing

Electronic Contracting Company will furnish and install a fully functional Touch Screen Jail Control, Intercom, and Camera Call-Up Systems. Included in our proposal is the following:

Jail Controls

- ▶ Furnish and install five (5) 32" Touch Screen Monitors with All Headend Equipment, Relays, and Cabinets for Jail and Intercom Control
- ▶ Integrate approximately 151 Existing Door Locks into New Touch Screen Monitors for Door Release and Door Status Monitoring
- ▶ Integrate with Existing Ancillary Functions currently controlled by the Existing System
- ▶ Engineered Drawings of the New Jail Control System along with Equipment Data Sheets
- ▶ Comprehensive pretest of Existing Jail Control System to determine any Existing Faults. If any Faults are found with the Existing Wiring, ECCO will consult with Owner for needed repairs
- ▶ Programming and 100% testing of New Jail Control System and Locks
- ▶ Thorough training of Owner's Personnel of the New System

Intercom

- ▶ Replace Existing Intercom Headend with New Equipment and interface approximately 125 Existing Cell Door Intercom Speakers and 12 Existing Wall-Mount Speakers into New Jail Control System. All Existing Speakers and Intercom Wiring will be reused
- ▶ One Intercom Microphone will be installed at four (4) of the Touch Screen Monitors
- ▶ Programming and 100% testing of New Intercom Interface into Jail Control System
- ▶ Thorough training of Owner's Personnel of the New System

Camera Call-Up

- ▶ Camera Call-Up will work in conjunction with the Jail Control System. Camera Icons will be placed on the Touch Screen. When pressed, that particular Camera will display on a 19" Monitor located by the Touch Screen
- ▶ A thin Client Decoder will be installed at each of the five Master Control Systems with each Decoder connecting to a 19" Monitor

Exclusions/Qualifications

- ▶ Proposal is based upon reusing the Existing Wiring but does not include repairs to Existing Wiring Conditions (Faults, Shorts, etc.) Any repairs to Existing Wiring will be on a Time and Material Basis. No repairs will be made without prior Owner approval
- ▶ Proposal does not include any 120VAC Wiring
- ▶ Proposal does not include any Applicable Taxes
- ▶ Proposal only includes New Conduit or Raceway Systems for the New IP Cameras and as needed from Existing Control Panel Wiring to New Cabinets

Grand Total

\$158,301

**Applicable Taxes Not Included*

Note: This proposal is subject to acceptance within 45 days. We reserve the right to submit new prices thereafter.

Proposal Prepared By: *David Daehling*

Proposal Acceptance Signature:

TO: DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100

--

Warranty Terms & Conditions

Materials and labor provided by Electronic Contracting Company are warranted for a period of one year after completion of installation or the first beneficial use of the equipment by the end-user, whichever comes first. Warranty coverage applies to defects in materials and workmanship. Damages caused by lightning, water damage, normal wear and tear, intentional abuse or misuse of the system are excluded.

Required periodic testing per local codes is also excluded, unless such testing is included in the original contract. (NOTE: If the systems stated are being serviced or inspected by any company other than Electronic Contracting Company, during the warranty period, then ALL warranty to the customer is void).

Warranty service shall be provided by Electronic Contracting Company during normal working hours (8:00 A.M. to 4:30 P.M., Monday through Friday).

Emergency after-hours warranty service is available at a rate of one-half the current regular day time service rate. Sunday and holiday warranty service is available at the full current daytime rate. A two hour minimum service charge applies to all after-hours service calls.

Equipment purchased from, but not installed by, Electronic Contracting Company shall be returned to Electronic Contracting Company for warranty repairs. On-site service is available for equipment not installed by Electronic Contracting Company; however, additional labor necessary to remove such equipment is not included under the warranty.

Equipment purchased from, but not installed by Electronic Contracting Company shall be covered by the manufacturers' standard warranty period and shall commence as of the date of sale.

Warranty Terms & Conditions

Materials and labor provided by Electronic Contracting Company are warranted for a period of one year after completion of installation or the first beneficial use of the equipment by the end-user, whichever comes first. Warranty coverage applies to defects in materials and workmanship. Damages caused by lightning, water damage, normal wear and tear, intentional abuse or misuse of the system are excluded.

Required periodic testing per local codes is also excluded, unless such testing is included in the original contract. (NOTE: If the systems stated are being serviced or inspected by any company other than Electronic Contracting Company, during the warranty period, then ALL warranty to the customer is void).

Warranty service shall be provided by Electronic Contracting Company during normal working hours (8:00 A.M. to 4:30 P.M., Monday through Friday).

Emergency after-hours warranty service is available at a rate of one-half the current regular day time service rate. Sunday and holiday warranty service is available at the full current daytime rate. A two hour minimum service charge applies to all after-hours service calls.

Equipment purchased from, but not installed by, Electronic Contracting Company shall be returned to Electronic Contracting Company for warranty repairs. On-site service is available for equipment not installed by Electronic Contracting Company; however, additional labor necessary to remove such equipment is not included under the warranty.

Equipment purchased from, but not installed by Electronic Contracting Company shall be covered by the manufacturers' standard warranty period and shall commence as of the date of sale.

Contact Information

Electronic Contracting Company

Springfield Office

1823 W Sunset St.

Springfield, MO 65807

Phone (417) 413-5630

Toll Free (803) 203-0697

David Daehling

(816) 841-8003

ddaehling@eccoinc.com

Matt Thorne

(402) 465-6922

mthorne@eccoinc.com

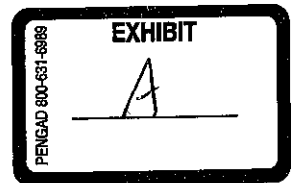
Again, please let us know if you need anything or have any questions during this process!



ELECTRONIC CONTRACTING CO



ELECTRONIC CONTRACTING CO



AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Jefferson County, Missouri
729 Maple St
Hillsboro, MO 63050-0100

and the Contractor:
(Name, legal status, address and other information)

Electronic Contracting Company
David Daehling
6501 N 70th St
Lincoln, NE 68507

for the following Project:
(Name, location and detailed description)

JEFFERSON COUNTY MISSOURI JAIL
510 FIRST STREET
Hillsboro, MO 63050

The Architect:
(Name, legal status, address and other information)

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ TBD Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

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(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: TBD

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty-Eight Thousand, Three Hundred One Dollars (\$ 158,301.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 0 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 0 day of the 0 month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 60 () days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent progress billing submitted by the Contractor in accordance with the Contract Documents. The progress billing shall allocate the entire Contract Sum among the various portions of the Work. .

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

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User Notes:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Payment is due within 60 days.

N/A %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

The county will agree to mediation prior to litigation, but, not to arbitration. Additionally, any litigation shall be in the 23rd Judicial Circuit Court in Hillsboro, Missouri with each party to pay its own attorney's fees.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 :

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jason Jonas
Dept of Public Works
(636) 797-5369
jjonas@jeffcomo.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

David Daehling
Electronic Contracting Company
PO Box 1507
Springfield MO 65801
(417) 413-5630
ddaehling@eccoinc.com

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User Notes:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as

indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[N/A] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[N/A] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

REVISED SCOPE OF WORK
PROPOSAL INCLUDES UP TO 12 ADDITIONAL LOCK/INTERCOM CONNECTIONS.
PROJECT SCHEDULE

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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User Notes:

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Jefferson County Jail

06/18/2019

Jail Security Controls Scope of Work

Electronic Contracting Company will furnish and install a fully functional touch screen jail control and intercom system. Included in our proposal is the following:

JAIL CONTROLS

- Furnish and install five (5) 32" touch screen monitors with all head end equipment and relays and cabinets for jail and intercom control
- Integrate approximately 151 existing door locks into new touch screen monitors for door release and door status monitoring
- Integrate with existing ancillary functions currently controlled by the existing system
- Engineered drawings of the new jail control system along with equipment data sheets
- Comprehensive pretest of existing jail control system to determine any existing faults. If any faults are found with the existing wiring, ECCo will consult with owner for needed repairs.
- Programming and 100% testing of new jail control system and locks
- Thorough training of owners personnel of the new system

INTERCOM

- Replace existing intercom headend with new equipment and interface approximately 125 existing cell door intercom speakers and 12 existing wall mount speakers into new jail control system. All existing speakers and intercom wiring will be reused
- One intercom microphone will be installed at four (4) of the touch screen monitors
- Programming and 100% testing of new intercom interface into jail control system
- Thorough training of owner's personnel of the new system

CAMERA CALL UP

- Camera call up will work in conjunction with the jail control system. Camera icons will be placed on the touch screen. When pressed, that particular camera will display on a 19" monitor located by the touch screen
- A thin client decoder will be installed at each of the five master control systems with each decoder connecting to a 19" monitor

Jail Controls-Intercom Exclusions/Qualifications

- Proposal is based upon reusing the existing wiring but does not include repairs to existing wiring conditions (faults, shorts, etc.) Any repairs to existing wiring will be on a time and material basis. No repairs will be made without prior owner approval.
- Proposal does not include any 120VAC wiring
- Proposal does not include any applicable taxes
- Proposal only includes new conduit or raceway systems for the new IP cameras and as needed from existing control panel wiring to new cabinets
- In addition to the above lock and intercom counts, our proposal includes integration of up to 12 additional existing locks and/or intercom stations into the touch screen

Jefferson County Jail Project Schedule

Project Schedule

Start Week	Jul 22, 2019
------------	--------------

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Notes
Starting	Jul 22	Jul 29	Aug 5	Aug 12	Aug 19	Aug 26	Sep 2	Sep 9	Sep 16	Sep 23	Sep 30	Oct 7	Oct 14	Oct 21	Oct 28	Nov 4	Nov 11	Nov 18	Nov 25	Dec 2	
Contract Execution																					
In House Process/Review																					
Engineering																					
Submittals/Owner Review																					
Order Materials																					
Stage Materials																					
Start Installation																					
Testing																					
Owner Training																					
Project Completion																					

Includes Site Surveys

Projected construction schedule. Actual dates may vary slightly due to unforeseen circumstances (material back orders, etc)
Project must be complete no later than December 6th, 2019

