



Board of County Commissioners - Staff Report

Meeting Date: December 6, 2016

Presenter: Rich Ochs, Coordinator

Submitting Dept: Emergency Management

Subject: EOC Door Security Project

Statement / Purpose:

Consideration of acceptance of proposal from Long Systems to install card access security to the EOC Communications Room door.

Background / Description (Pros & Cons):

The Board has preliminarily approved this project by allocating funds in the amount of \$7,000 for EOC Door Security in the FY2017 Capital Reserve Fund. Long Systems has come in with a proposal of \$5,290 to install card access security on the EOC Communications Room door. This will allow for better accountability of the Communications Center, which has critical infrastructure and information that needs to be secured.

Stakeholder Analysis & Involvement:

Teton County Emergency Management has been working closely with Teton County Sheriff's Office Dispatch on this project. There is a need for accountability and security in order for both Emergency Management and Dispatch to utilize this room. Card access provides the ability to enable/disable users on the fly and also track who enters the room and when. Both agencies feel this is a necessary improvement.

Fiscal Impact:

Budget in FY2017 Capital Revenue Fund was set at \$7,000 and Long Systems came in with a proposal of \$5,290.

Staff Impact:

This will secure access to information (National Crime Information Computer, Computer Automated Dispatch system) and to critical communications resources to allow use of the rest of the building by personnel without proper security clearance. It will also provide a level of accountability that a keyed lock system cannot.

Legal Review:

Gingery

Staff Input / Recommendation:

Teton County Emergency Management and the Teton County Sheriff's Office both recommend accepting this proposal from Long Systems and installing the card access to the EOC Communications Room as soon as practical.

Attachments:

Project proposal from Long

Suggested Motion:

I move to accept the proposal for the Emergency Operations Center Communications Room access control project in the amount of \$5,290.00.

November 7, 2016

Teton County:

Emergency Operations Center

Access Control Accessories: Adds, Moves & Changes

Rich Ochs
Emergency Operations Coordinator
3240 S. Addams Canyon Dr.
Jackson, WY 83001
P: 307.733.9572
F: 307.732.5799
rochs@tetonwyo.org

Facilities:

- Emergency Operations Center



LONG Building Technologies, Inc.
3534 Salt Creek Hwy,
Casper, WY 82601
307.217.0681 TEL
307.684.5890 FAX

www.LONG.com

Scope of Work: Provide complete connectivity and control for one door at the Teton County Emergency Operations Center. This door will be connected to the existing Gallagher access control system.

Installation & Configuration:

- Provide and Install:
 - (1) Universal Reader Interface
 - (1) Multi-Tech Reader – Mullion Sized
 - (1) HES 4500 Electric Strike
 - (1) Door Position Sensor
 - All required licensing
 - All required access control, mounting hardware, accessories, and cabling.

Pre-Install:

- Coordinate sequence of operations, localized specifications, logistics, configurations, naming conventions, normal and holiday schedules, user access authority, identify time(s) to automatically arm intrusion system, addressing schemes, logins and passwords with owner

Commissioning & Testing:

- Confirm & Verify Operation of all doors, system components and sequence of operation
- Provide electronic documentation of system setup and configuration
- Provide electronic plans of final installation LONG will provide a (1) year warranty on all parts and labor of equipment and software/firmware installed during this project

Exclusions: Owner will provide all connectivity between buildings and network ports.

This price will be held firm for 30 days. All applicable sales taxes are included in this proposal and will be shown separately on your invoice unless a current tax-exempt certificate is on file with our accounting department.

Total cost for scope of work: **\$5,290.00**

Thank you for considering LONG Security Solutions for this work.

Your building technology partner,

Accepted by,

Matthew J. Ramey
Security Solutions Manager

Authorized Signature

Matthew J. Ramey

Printed Name

Date: 11/7/16

Date: _____ PO #: _____

TERMS AND CONDITIONS OF SALE – Keyless Entry, CCTV, Intrusion Detection Systems.

- (1) **OFFER AND ACCEPTANCE:** LONG Building Technologies (LONG) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Buyer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and LONG. Any additional or differing terms and conditions contained on Buyer's Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between buyer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.
- (2) **PRICE POLICY:** Quotations are subject to acceptance within fifteen (15) days from the date of quotation.
- (3) **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 30 days on RECEIPT of INVOICE. LONG reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each additional thirty (30) day period.
- (4) **INVOICING:** LONG reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
- (5) **PERFORMANCE:** LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the LONG Credit Department, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of the LONG Credit Department or the occurrence of any of the above, LONG may, at its sole option, cancel Buyer's Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.
- (6) **TAXES:** Prices quoted are exclusive of taxes unless specifically stated differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Buyer.
- (7) **WARRANTY:** LONG guarantees its temperature control work and all materials of LONG's manufacturers against defects in workmanship and material for 365 days from date of substantial completion of the work and will repair or replace such products or components as LONG finds defective. This warranty does not include the cost of overnight or emergency shipping or transportation involved in supplying replacements for defective components. On machinery and materials furnished, LONG will extend the same guarantee it receives from the manufacturer. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
- (8) **PATENTS:** If there is brought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, and LONG is notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, LONG will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined, LONG, in lieu of all other liability except as above stated will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but LONG's liability shall in no case exceed the purchase price of said infringing apparatus.
- (9) **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against LONG arising from LONG's performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL LONG'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY LONG FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL LONG BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.
- (10) **DELIVERY:** Execution and shipping dates are approximate only. No execution or shipping dates requested or specified by Buyer will be binding on LONG unless such request or specifications is specifically agreed to in writing by an officer of LONG. Shipment shall be F.O.B. factory freight allowed, with title passing to Buyer upon delivery to the carrier by LONG or the equipment manufacturer if applicable.
- (11) **CANCELLATION:** LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).
- (12) **DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have entered into and shall be governed by the laws of the State of Wyoming. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be , unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
- (13) **COSTS TO LONG:** In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney's fees).
- (14) **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of LONG's offer to sell, constitute the entire agreement between LONG and Buyer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.
- (15) **ASSIGNMENT:** Buyer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG's consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.