

# INVITATION FOR BID



Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Sam Hammond  
Procurement Officer II  
Telephone: (573) 526-6590  
[Samuel.Hammond@doc.mo.gov](mailto:Samuel.Hammond@doc.mo.gov)

# Amendment 001 IFB 14709198

Installation and Equipment for New Alarm System

FOR

Department of Corrections  
Warrensburg Probation and Parole

Contract Period: Date of Award through one year

Date of Issue: August 19, 2014

Page 1 of 27

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, September 3, 2014

Sealed Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: Nightwatch Security + Telephone, L.L.C.  
Mailing Address: 2211 W. Main Street  
City, State, Zip: Sedalia, MO 65301  
Telephone: 660-827-3408 Fax: 660-827-3498  
Federal EIN #: 43-1463987 State Vendor #: \_\_\_\_\_  
Email: jeff@nightwatch.net

Authorized Signer's Printed Name and Title: Jeff Kesterson, owner

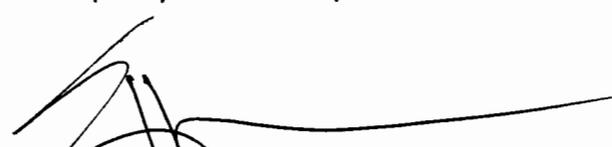
Authorized Signature: Jeff Kesterson Bid Date: 08/29/14

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No.

Y14709198

  
Ellis McSwain, Chairman, Division of  
Probation and Parole

Date

9/11/14

*The original cover page, including amendments, should be signed and returned with the bid.*

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Missouri Department of Corrections  
Fiscal Management Unit  
Purchasing Section  
2729 Plaza Drive, P.O. Box 236  
Jefferson City, MO 65102

Buyer of Record:  
Sam Hammond  
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# IFB 14709198

Installation and Equipment for New Alarm System

FOR

Department of Corrections  
Warrensburg Probation and Parole

Contract Period: Date of Award through one  
year  
Date of Issue: August 14, 2014  
Page 1 of 25

**Bids Must Be Received No Later Than:**

**2:00 p.m., Wednesday, September 3, 2014**

Sealed Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

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Email: jeff@nightwatch.net

Authorized Signer's Printed Name and Title: Jeff Kesterson, owner

Authorized Signature: Jeff Kesterson Bid Date: 08/29/14

## NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Dave Dormire, Division Director, Division of Adult Institutions Date \_\_\_\_\_

*The original cover page, including amendments, should be signed and returned with the bid*

**EXHIBIT A  
PRICING PAGE**

The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.

**AMENDMENT 001**

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
001 - Installation and Equipment for New Alarm System	1	EA	\$ 3,663.00
<b>MANDATORY SPECIFICATIONS</b>		<b>BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION</b>	
One (1) Security Command Package to include the following: 1 - Command Processor, 1-Digital Keypad, Alphanumeric, 1- Power Transformer, 1-Rechargeable Backup Battery, 1-Tamper Contact, 1-Interior Siren		Exactly as specified ***Manufactured in Missouri***	
Ten (10) Motion Sensor, Passive Infrared		Exactly as specified ** manufactured in MO**	
One (1) Motion Sensor, Ceiling Mount		Exactly as specified ** manufactured in MO**	
Two (2) Panic Buttons		Exactly as specified ** manufactured in MO**	
Two (2) Panic Annunciator		Exactly as specified ** manufactured in MO**	
Three (3) Door Contacts		Exactly as specified ** manufactured in MO**	
Alarm System Set for Cellular Transmision		Exactly as specified ** manufactured in MO**	
Installation of Security Alarm System		Exactly as specified	

LINE ITEM	ESTIMATED QUANTITY	UNIT	FIRM, FIXED UNIT PRICE
002 - Monthly Service Charges	1	EA	\$ 43.99
<b>MANDATORY SPECIFICATIONS</b>		<b>BIDDER TO DETAIL COMPLIANCE WITH EACH SPECIFICATION</b>	
Recurring Monthly Service Charges		includes monitoring + on-site service	

(Signed customer agreement required by our insurance carrier.)

**Delivery:**

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: 40 calendar days ARO.

The following location(s) will be placing orders upon award of the contract:

**Probation and Parole Office  
505 North Ridgeview Suite D  
Warrensburg, MO 65301**

**EXHIBIT A (continued)**  
**PRICING PAGE**

**Warranty:**

A manufacturer standard warranty shall be provided. The bidder should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the Department.

Warranty on Parts: 12 months      Warranty on Labor: 12 months

**Details About Payment Terms:**

The bidder should state below its discount terms offered for the prompt payment of invoices.

1 % discount off total invoice price if paid within 10 calendar days of the Department's receipt of invoice.

Check here if the state purchasing card (Visa) is acceptable as a method of payment:  Yes, acceptable.

**Employee Bidding/Conflict of Interest:**

Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

\_\_\_\_\_

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

\_\_\_\_\_

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

\_\_\_\_\_ %

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: Nightwatch Security + Telephone, L.L.C.

Authorized Signature: Jeff Kesterson Printed Name: Jeff Kesterson

Date: 08/29/14 Email: jeff@nightwatch.net



# CUSTOMER AGREEMENT

## NIGHTWATCH SECURITY & TELEPHONE, L.L.C.

2211 W. Main Sedalia, MO 65301  
660-827-3408 / 800-462-1996



CUSTOMER INFORMATION	
CUSTOMER	Missouri Board of Probation & Parole
ADDRESS	3400 Knipp Drive
CITY / STATE / ZIP	Jefferson City, MO 65109
LOCATION OF SYSTEM (If different from above)	505 Ridgeview; Warrensburg, MO 64093

NIGHTWATCH SYSTEM PURCHASE & INSTALLATION	
<input checked="" type="checkbox"/> If marked, Nightwatch Security & Telephone, L.L.C. shall install the following equipment:	
<input checked="" type="checkbox"/> See quote number <u>8158</u> dated <u>8/29/2014</u>	<input type="checkbox"/> Add Option(s) _____
<input type="checkbox"/> See quote number _____ dated _____	<input type="checkbox"/> Add Option(s) _____
<input type="checkbox"/> Other _____	
TERMS: <input type="checkbox"/> _____ down, net on completion <input checked="" type="checkbox"/> See quote <input type="checkbox"/> Other _____	

ALARM MONITORING / TRANSMISSION SERVICES	
<input checked="" type="checkbox"/> If marked, Nightwatch Security & Telephone, L.L.C. agrees to provide alarm monitoring services for customer's alarm system as indicated below:	
◆ ALARM TRANSMISSION TYPE:	
<input checked="" type="checkbox"/> Cellular	<input type="checkbox"/> Network or Internet <input type="checkbox"/> Phone Line (dial-up) <input type="checkbox"/> Other _____
◆ OPTIONAL SERVICES:	
<input checked="" type="checkbox"/> Supervision of Automatic Test Signal	<input type="checkbox"/> Opening / Closing Reports Sent by:
<input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Daily	<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax <input type="checkbox"/> Mail
<input type="checkbox"/> E-Mail or Text Message notification	<input type="checkbox"/> Notification of Irregular Openings or Closings
<input type="checkbox"/> Other _____	

CELLULAR ALARM TRANSMISSION DECLINED	SYSTEM CONTROL OPTIONS
<input type="checkbox"/> Customer has declined cellular alarm transmission, with the understanding that without this option, system will not send an alarm if the communications line is cut or disconnected. _____ (initial)	<input type="checkbox"/> If marked, Nightwatch Security & Telephone, L.L.C. shall provide the following system control services:
<input type="checkbox"/> Cellular service is unavailable in customer's area; customer acknowledges and accepts the risk that the system may fail to report an alarm. _____ (initial)	<input type="checkbox"/> In-Touch™ Limited _____ Messages/month <input type="checkbox"/> In-Touch™ Unlimited <input type="checkbox"/> Connect ONE™ _____ Users _____ Panels <input type="checkbox"/> Other _____

FEES	WARRANTY / SERVICE AGREEMENT
SYSTEM PURCHASE PRICE: <u>2,963.00</u> INSTALLATION: <u>700.00</u> SELECT DISCOUNT: <u>N/A</u> SERVICE ACTIVATION: <u>Waived</u> TOTAL: <u>3,663.00</u> + sales tax if applicable  RECURRING SERVICE FEES: <u>43.99</u> / month (Payable in advance; one month discount if paid yearly)	<input checked="" type="checkbox"/> If marked, Nightwatch Security & Telephone, L.L.C. shall provide all labor and materials to service the equipment or system installed at the above named location, including replacement batteries, for the life of this Agreement. <input type="checkbox"/> If marked, system includes _____ month warranty, covering labor and materials, subject to terms and conditions of this Agreement.  ◆ OPTIONAL SERVICES: <input type="checkbox"/> Annual Limited Test of System by Nightwatch <input type="checkbox"/> Annual NFPA 72 Compliant Fire Alarm Inspection <input type="checkbox"/> Other _____

**IN WITNESS WHEREOF**, Customer and Nightwatch Security & Telephone, L.L.C. have caused this Agreement, including the terms and conditions on the reverse side, to be executed on their behalf by their respective duly authorized officers on the date first written below (subject to credit approval by Nightwatch Security & Telephone, L.L.C.). The initial term will begin on the date first written below and will continue for 1 years from either the date first written below or the date monitoring service begins, whichever is later. Customer acknowledges that all provisions, terms, and conditions have been read and understood.

Customer <u>Missouri Probation &amp; Parole</u>	<b>NIGHTWATCH SECURITY &amp; TELEPHONE, L.L.C.</b>
By _____ Date _____	By <u>Jeff Kesterson</u> Date _____
Signed _____	Signed _____

**TERMS AND CONDITIONS OF PURCHASE & INSTALLATION (Only applicable if checked on front)**

1. Customer acknowledges that Nightwatch Security & Telephone, L.L.C. may make physical alterations including, but not limited to, holes in walls, floors, or ceilings, as necessary to install the equipment.
2. Customer will supply electrical power to operate the equipment and contract with an electrician if any high voltage wiring is necessary.
3. Any additions or changes will be billed on a time and materials basis.

**ALARM MONITORING AND TRANSMISSION SERVICE TERMS (Only applicable if checked on front)**

1. Customer agrees that Nightwatch Security & Telephone, L.L.C. may subcontract such services to one or more independent companies.
2. Monitoring service to begin when the first signal is received and logged at the Central Station.
3. Customer shall notify Nightwatch Security & Telephone, L.L.C. of any change to their Internet or telephone service provider.
4. It is understood by both parties that Customer's alarm system has been programmed by Nightwatch Security & Telephone, L.L.C. to report to a central station in order to provide the alarm monitoring service specified in this Agreement. Customer expressly agrees that when this Agreement ends, or service is terminated in accordance with the conditions of this Agreement, Nightwatch Security & Telephone, L.L.C. shall have the right to de-program Customer's alarm system to eliminate Customer's account number, so that this number may be reassigned.
5. Customer agrees to give Nightwatch Security & Telephone, L.L.C. at least 10 days advance notice before selling the structure where the system is located or terminating telephone service at the alarm premises so that de-programming may be accomplished remotely via modem connection. If the structure where the alarm is located is sold, or internet or phone service that the alarm uses is terminated without said advance notification, the system must be de-programmed on site at Customer's expense.
6. Sale of the structure where the alarm system is located shall not release Customer from their obligations under this Agreement.
7. Customer acknowledges signals are transmitted over communication networks which are beyond the control of and are not maintained by Nightwatch Security & Telephone, L.L.C. Communication networks may include, but are not limited to, telephone lines, cellular or radio data transmission, and network or Internet services. Nightwatch Security & Telephone, L.L.C. assumes no liability for any interruption of monitoring service due to unavailability of communication networks which might result from, but not limited to, network outages, weak signal strength, severed lines, signal jamming, changes in laws or regulations, power outages, acts of sabotage or terrorism, Acts of God, or any other cause beyond the control of Nightwatch Security & Telephone, L.L.C.
8. If cellular alarm transmission service becomes unavailable to Nightwatch Security & Telephone, L.L.C., or is not available in Customer's service area, Customer's cellular alarm transmission service and billing shall terminate with no prior notice required. Nightwatch Security & Telephone, L.L.C. will then notify Customer within 10 days of said termination. This termination will apply to the cellular alarm transmission service only and will not invalidate this Agreement.

**WARRANTY/SERVICE AGREEMENT TERMS (Only applicable if checked on front)**

1. It is understood that this Agreement only covers service to the existing system in place as of the time and date of this Agreement, or the system that is contracted on this same date to be installed by Nightwatch Security & Telephone, L.L.C. Any additions or changes to the system shall be billed separately on a time and materials basis.
2. Damage resulting from voltage surge, lightning, Act of God, physical abuse (unintentional or intentional), or from any form of service or alteration of said system performed by any person other than those employed by Nightwatch Security & Telephone, L.L.C. shall not be covered under this Agreement.
3. All service to be performed during our normal working hours, Monday through Friday 8am-5pm. Service requested to be performed at other times will be billed on a time and materials basis.

**GENERAL TERMS AND CONDITIONS**

1. During the term of this Agreement, the General Terms and Conditions herein shall apply to any and all service performed by Nightwatch Security & Telephone, L.L.C. for the Customer. This includes service to any and all equipment or systems, whether or not such equipment or system is specifically named in this Agreement.
2. Customer shall have a responsibility to test the system on a regular basis and promptly notify Nightwatch Security & Telephone, L.L.C. of any known system malfunction or abnormality, so that service may be arranged. Nightwatch Security & Telephone, L.L.C. strongly recommends weekly testing of the system.
3. Billing will be pro-rated on a monthly basis for monitoring, service agreement, and cellular alarm transmission services. Customers connected on or before the 15th of the current month will be billed for service from the first of the current month; others will be billed beginning with the next full month.
4. In the event payment is not received by Nightwatch Security & Telephone, L.L.C., promptly in accordance with the terms of this Agreement, Customer agrees to pay all court costs, collection agency fees, attorney fees, and all other costs incurred in the process of collection.
5. If Customer is more than 30 days in arrears, having been sent at least two notices that their account is past due, Nightwatch Security & Telephone, L.L.C. may, at its option, and without prior notification, suspend service agreements and alarm monitoring/transmission services of Customer's system. Nightwatch Security & Telephone, L.L.C. will promptly notify Customer by mail, at the address given, should this occur. Such suspension of service shall not release Customer from their obligation with regard to the length of this Agreement, and the length of any such suspension will automatically extend the term of this Agreement. Upon payment of the amount past due, plus all finance charges, all collection fees, and a \$25.00 reconnection fee, service will be resumed within 5 business days and shall continue for the remainder of the Agreement term.
6. If at any time Customer's account is more than 60 days in arrears, Nightwatch Security & Telephone, L.L.C. reserves the right to declare Customer in breach of Agreement for non-payment. In this case, a cancellation fee equal to either the total of all monthly charges for the remainder of the initial term of this Agreement or \$500.00, whichever is greater, will be due and payable immediately. Upon payment of the amount past due, plus all finance charges, all collection fees, and the cancellation fee, this Agreement will be canceled.
7. Nightwatch Security & Telephone, L.L.C. will notify Customer 60 days in advance of any increase in the alarm monitoring/transmission services and service agreement fees charged under this Agreement, and upon such notification, Customer shall have the option of terminating only that portion of the service for which fees are being increased by notifying Nightwatch Security & Telephone, L.L.C. in writing within 30 days of such notice.
8. This Agreement shall be governed by and construed in accordance with the law of the State of Missouri. If any one or more provisions hereof are in conflict with any applicable statute or law, and thus not valid or enforceable, then each such provision shall be deemed null and void, but only to the extent of such conflict and without invalidating or affecting the remaining provisions hereof.
9. Nightwatch Security & Telephone, L.L.C. hereby disclaims all warranties, expressed or implied, including those of merchantability or fitness that the equipment, system or services provided in this Agreement will avert, deter, or prevent any loss, which Customer might incur.
10. It is understood and agreed by the parties hereto that Nightwatch Security & Telephone, L.L.C. is not an insurer and that it is not the intention of the parties that Nightwatch Security & Telephone, L.L.C. assume responsibility for any loss occasioned by misfeasance in the performance of the services under this Agreement or for any loss or damage sustained through burglary, theft, robbery, fire, or other cause or any liability on the part of Nightwatch Security & Telephone, L.L.C. by virtue of this Agreement or because of the relation hereby established. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of Nightwatch Security & Telephone, L.L.C. by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of Nightwatch Security & Telephone, L.L.C. or otherwise, such liability is and shall be limited to and fixed at the sum of two hundred and fifty dollars (\$250.00) as and for liquidated damages. Such liabilities as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. That in the event Customer desires Nightwatch Security & Telephone, L.L.C. to assume greater liability for the performance of its services hereunder, a choice is hereby given to obtaining full or limited liability by paying an additional amount under a graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of Nightwatch Security & Telephone, L.L.C. and additional charge. Such rider and additional obligation shall in no way be interpreted to hold Nightwatch Security & Telephone, L.L.C. as insurer.
11. Customer hereby releases, discharges, and agrees to hold Nightwatch Security & Telephone, L.L.C. harmless from any and all claims, liabilities, damages, loss, or expenses resulting from or caused by any hazard covered by insurance resulting from or related to this Agreement, whether said claim is made by Customer, his agents or insurance company, or by any other parties claiming under or through Customer. Customer agrees to indemnify Nightwatch Security & Telephone, L.L.C. against, and to defend and hold Nightwatch Security & Telephone, L.L.C. harmless from any claims for subrogation which may be brought against Nightwatch Security & Telephone, L.L.C. by any insurer or insurance company or its agents or assigns, including payment of all damages, expenses, costs, and attorneys' fees.
12. Customer agrees to and shall indemnify and hold harmless Nightwatch Security & Telephone, L.L.C., its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by its performance, negligent performance or failure to perform its obligations under this Agreement.
13. Customer shall comply with all applicable statutes, ordinances, and regulations regarding the use or operation of the equipment hereunder.
14. Customer shall be solely responsible for fines and penalties for the violation of any statute, ordinance, by-law, or regulation of any governmental authority relating to the use or operation of the equipment.
15. Both parties agree that if there is a conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern.
16. Customer may not assign, cancel, or terminate this Agreement without the written consent of Nightwatch Security & Telephone, L.L.C.
17. If Customer's account is not past due and Customer desires to terminate this Agreement prior to expiration of the initial term, Nightwatch Security & Telephone, L.L.C. may, at its option, allow Customer to do so by paying an early termination fee equal to \$100.00 plus an amount equal to any select discount given with purchase, prorated by the number of months remaining in the initial term of this Agreement.
18. After the initial term, this Agreement will automatically renew for consecutive one-month terms, unless Customer issues written notice to Nightwatch Security & Telephone, L.L.C. at least 30 days in advance of the renewal date. Nightwatch Security & Telephone, L.L.C. may, at its sole option, terminate this agreement for no cause at any time, by giving Customer 30 days advance written notice.
19. Any notice required to be given by either party shall be in writing, addressed to such party at the address at the head of this Agreement or at such other address as either party shall notify the other hereof, in the same manner.
20. This Agreement contains the entire understanding between the parties. No verbal Agreement or representation of any kind not contained herein shall in any way bind Nightwatch Security & Telephone, L.L.C.; any additions or amendments must be in writing and signed by both parties hereto.

# NIGHTWATCH SECURITY and TELEPHONE LLC

2211 W. Main  
Sedalia, MO 65301-2352



## Quote

DATE	QUOTE NO.
8/29/2014	8158

NAME / ADDRESS
Missouri Probation & Parole ATTN: Lori Burk 505 Ridgeview Warrensburg, MO 64093

		PROJECT	
QTY	DESCRIPTION	EACH	TOTAL
1	Security Command Package: (special package only available with system purchase) > 1 Command Processor > 1 Digital Keypad, Alphanumeric > 1 Power Transformer > 1 Rechargeable Backup Battery > 1 Tamper Contact > 1 Interior Siren	470.00	470.00
10	Motion Sensor, Passive Infrared	170.00	1,700.00
1	Motion Sensor, ceiling mount	195.00	195.00
2	Panic button	90.00	180.00
2	Panic Annunciator	89.00	178.00
3	Door Contact	80.00	240.00
1	Security System Installation	700.00	700.00
	<b>SERVICE PLAN</b> > Alarm monitoring / response service > Automatic test signal supervision > Cellular Alarm Primary Transmission Service > On site maintenance, all labor and materials (Act of God, Lightning, or Abuse excluded) 43.99/month		
	<b>TERMS:</b> Net on Completion; sales tax additional unless exempt		
		<b>Sales Tax (8.1%)</b>	\$0.00
		<b>TOTAL</b>	\$3,663.00

SIGNATURE \_\_\_\_\_

Phone #	Fax #	E-mail
800-462-1996	660-827-3498	jeff@nightwatch.net

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JEFF KESTERSON  
(660) 827-3408  
NIGHTWATCH SECURITY & TELEPHON  
2211 W. MAIN ST.  
SEDALIA MO 65301-2352

1.0 LBS LTR 1 OF 1

**SHIP TO:**  
PURCHASING SECTION  
MISSOURI DEPARTMENT OF CORRECTIONS  
2729 PLAZA DRIVE  
JEFFERSON CITY MO 65109



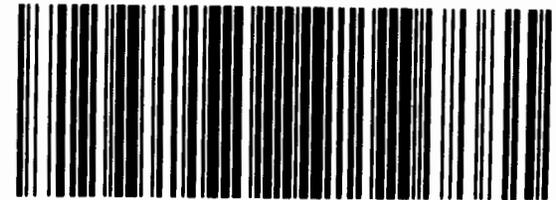
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