

**May 6, 2020**

**Contract 20-49**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Willo Products Company Inc.  
K-Pod Locks Sales Contract

**INITIATED & PRESENTED BY:** Undersheriff Cory Reeves  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract 20-49

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**BACKGROUND:**

The Cascade County Sheriff's Office would like to accept the quote from Willo Products Company Inc to replace the existing twelve K-Pod cell door locks with the Willo Wedge.

**TERM:** 60 Day Quote expires June 19, 2020

**AMOUNT:** \$49,830.00 (Contingency funds)

**RECOMMENDATION:** Approval of Contract 20-49.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-49, Willo Products Company Inc. K-Pod Locks Sales Contract with the Cascade County Sheriff's Office.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-49, Willo Products Company Inc. K-Pod Locks Sales Contract with the Cascade County Sheriff's Office.

**EQUIPMENT PURCHASE & SERVICE AGREEMENT**

This Equipment Purchase Agreement ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Willo Products Company Inc. ("Supplier") a foreign profit corporation registered with the State of Montana and located at 714 Willo Industrial Dr. SE, Decatur, AL 35601, and Cascade County ("Purchaser"), a local government created and existing pursuant to the laws of Montana, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Montana, 59401.

**WITNESSETH:**

**WHEREAS**, the Purchaser desires to acquire and replace twelve (12) of their existing locks in K-Pod at the Cascade County Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana; and

**WHEREAS**, Supplier is in the business of selling certain equipment described as Willo Wedge Surface Mounted Lock Pockets locks (herein after referred to collectively as "Equipment"), and performing replacement, installation, testing and training services; and

**WHEREAS**, the Purchaser requested a proposal for the purchase of and replacement of twelve (12) existing locks in K-Pod with Supplier's twelve (12) Willo Wedge Surface Mounted Lock Pockets locks, and Supplier submitted a proposal herein incorporated by reference dated April 20, 2020 offering to sell, replace and install said Equipment and provide training; and

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the terms set forth in this Agreement, the parties agree as follows:

1. **AGREEMENT.** Supplier hereby agrees to sell, convey and transfer to Purchaser all rights, title and interest in and unto the Equipment described above, and perform replacement, installation, testing and training services.

2. **SCOPE OF WORK.** Supplier agrees to furnish and install the Equipment to replace the 12 existing locks in K-Pod. Supplier shall provide locksets, including any wiring adaptors needed. The Purchaser's existing doors, wiring, and controls will be reused. Supplier shall install, lubricated, adjust and fully test, using the Purchaser's controls, before approving the lock to be placed back into service. Supplier agrees to shim the doors to realign and adjust the openings as close as possible. Further, Supplier shall reinstall existing pocket covers and remove existing locks to a designated place of Purchaser or removed by Purchaser.

3. **DURATION OF WORK.** Supplier agrees that the duration of the project from receipt of signed contract until final completion is approximately 6 months. Onsite installation will take approximately 2 weeks.

4. **PURCHASE PRICE.** Subject to the terms of this Agreement, the Purchaser hereby orders and purchases from the Supplier, and the Supplier agrees to sell and provide to the