

ORDINANCE NO.: 14- 0310

INTRODUCED BY: COUNCIL MEMBER (s)

AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR PROPOSALS FOR IN-CAR VIDEO SYSTEMS; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

WHEREAS, Jefferson County, Missouri, (hereafter, the “County”) in response to certain Invitations for Bid and Requests for Proposals issued by the County received bids and proposals for the following items or services:

BID NAME

In-Car Video Systems

NUMBER OF BIDS RECEIVED

5

DATE OF BID OPENING

12-17-13

WHEREAS, after reviewing the bids and proposals set forth above, the Department of the Sheriff has determined that certain bids and proposals represent the

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WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Applied Concepts, Inc. for a
5 term from 06-23-14 to 06-22-15 upon approval by the County Council and County
6 Executive for the total amount up to **\$19,180.00** subject to budgetary limitations.

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

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

12 BID NAME

13 In-Car Video Systems

14 TERM

15 06-23-14 to 06-22-15

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$19,180.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Applied Concepts, Inc.

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

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, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, George Engelbach	<u>yes</u>
Council Member District 5, Terri Kreitler	<u>yes</u>
Council Member District 6, Cliff Lane	<u>yes</u>
Council Member District 7, Kelly Waymon	<u>yes</u>

THE ABOVE BILL ON THIS 23rd DAY OF Jun, 2014:

☒ **PASSED** ☐ **FAILED**



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS 25TH DAY OF JUNE, 2014.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY
OF _____, 2014.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner

Wes Wagner, County Clerk

BY: Amy Aboole

First Reading: 06-23-2014



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

EXHIBIT

A

Invitation for Bid: IN-CAR VIDEO SYSTEMS

Date Issued: 11-15-13

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, DECEMBER 17, 2013, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

LT DAVE MARSHAK
Department of the Sheriff
636-797-5023

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Bid 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 BID: (BID NAME)

**Contract Term:
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

**Vendor
Information:**

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 Bid, 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.

Applied Concepts, Inc

Jan Achilles

Company Name

Authorized Agent (Print)

2609 Technology Dr

Address

Jan Achilles
Signature

Plano, Texas 75074

Sales Administration

City/State/Zip Code

Title

972-398-3780

December 12, 2013 75-1544925

Telephone #

Date

Tax ID #

sales@stalkerradar.com

972-398-3781

E-mail

Fax #

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REQUIRED DOCUMENTS*

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)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

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

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

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).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS
NOT INCLUDED OR COMPLETED**



1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: _____"

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. 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.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

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 Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
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.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

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

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 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.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder 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.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to

bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, 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.

1.11 ADDENDA:

Addenda to bid 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 bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 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 its 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

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 statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine

ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

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

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 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 is 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.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid 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 Bidder'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. **Bid 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.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder 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. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 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.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 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.

2.9 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.

2.10 PAYMENT:

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

2.11 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.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid 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.

2.13 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.

2.14 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.

2.15 CHOICE OF LAW:

This bid 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.

2.16 TERMINATION:

- A. 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 with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. 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. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. 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.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - D-1.If supplier fails to deliver the items required by the contract within the time specified; or
 - D-2.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.
 - D-3.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.

2.17 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 bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid 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.

2.19 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, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 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.

2.21 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.

2.22 APPROVAL:

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

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Texas.

2.25 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.

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

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 Jan Achilles (Name of Business Entity Authorized Representative) as
Sales Administrator (Position/Title) first being duly sworn on my oath, affirm
Applied Concepts, Inc. (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 In-car Video Systems Bid
(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
Applied Concepts, Inc. (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
In-car Video Systems Bid (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.)

Jan Achilles
Authorized Representative's Signature

Jan Achilles
Printed Name

Sales Administration
Title

December 12, 2013
Date

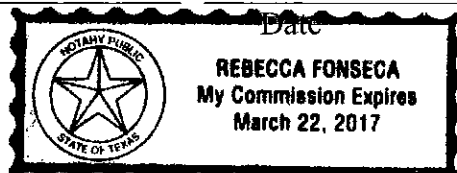
Subscribed and sworn to before me this 12th of December, 2013. I am
(DAY) (MONTH, YEAR)

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

Texas and my commission expires on March 22, 2017.
(NAME OF STATE) (DATE)

Rebecca Fonseca
Signature of Notary

December 12, 2013
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Applied Concepts, Inc. (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.

Jan Achilles
Authorized Business Entity
Representative's Name
(Please Print)

Jan Achilles
Authorized Business Entity
Representative's Signature

Applied Concepts, Inc.
Business Entity Name

December 12, 2013
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).

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jan Achilles - Sales Administration

Name and Title of Authorized Representative


Signature

December 12, 2013

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

The Jefferson County Sheriff's Office is seeking bids for In-Car Video Systems for use by Traffic and DWI Enforcement Officers. The video specifications are provided below, which will be for the purchase of up to eight (8) In Car Cameras and software. The award will be based on the following criteria.

Item #	Specification	Meets Specification?	
		Yes	No
1	High Definition Video Recording - System must record video at 1280x720 resolution, or 720P.		X
2	DVR Mounting - The DVR must be able to be mounted in a center console with a 2" faceplate adapter. System must also offer a universal bracket for mounting anywhere in the vehicle, including the trunk if space demands.		X
3	Dual Drive Architecture - System must deploy a dual-drive architecture consisting of a removable solid state USB Flash Drive no smaller than 16GB in size and an integrated automotive grade hard drive at least 100-GB in size. System must support larger USB Flash Drives as well.	X	
4	Multiple Video Transfer Mechanisms - System must support video transfer via 802.11n wireless, wired Ethernet, or USB Flash Drive (manual transfer).	X	
5	Automatic Transfer - System must automatically transfer video the moment the vehicle is in range of the wireless or connected to the wired network. The user must not be required to initiate the transfer in any way.	X	
6	Partial Transfers - System must support a vehicle driving off or losing its network connection during video transfer without losing any video. The user must not be required to interface or initiate this in any way.	X	
7	Protected Events - The DVR must protect the buffered version of the event until the server confirms receipt of the entire record event, regardless of the transfer mechanism.	X	
8	Integrated Automotive Grade Hard Drive - To ensure recording under all conditions, the system shall have an integrated automotive grade hard drive at least 100 gigabytes in size. The hard drive shall have a shock tolerance of at least 200Gs and an operational temperature range of -30C to +85C degrees.		X
9	Graphical User Interface - For ease of operation, the system settings, hard drive playback, and supervisor controls are to be accessed through a graphical user interface. No text based user interfaces shall be acceptable. System keys and buttons shall provide a tactile feedback and an audio feedback on key presses.	X	
10	Selectable Officer Names - The system shall include a simple method for selecting a programmed officer name from a list for rapid login at shift changes. System shall be fully functional if the Officer fails to login.		X
11	Saved Officer Setting - The system shall have user preference settings that include: LCD Screen Brightness, LED Indicator Brightness, Volume, and Front Camera Auto-Zoom. These setting shall be saved so that when the user logs back in, their settings are restored.	X	
12	LED, Touch Screen Display - The system shall have an LED backlit, touch screen liquid crystal display (LCD) that is no less than 4.3 inches (measured diagonally). The display shall have a resolution of at least 480x272, a typical brightness rating of at least 500 nits, a typical contrast ratio of at least 300:1, and a minimum viewing angle of 60 degrees left and right of center for a total of 120 degrees horizontally.	X	
13	High Quality Audio Subsystem - The system must have speakers built into the remote display control panel for in-car video playback.		X

Item #	Specification	Meets Specification?	
		Yes	No
14	Optional Mobile Data Computer Interface – The system shall have the ability to interface with the vehicle's mobile data computer (MDC) with optional software provided by the vendor that allows the user to perform at least the following functions; login and logout, camera and microphone activation, record and stop, record event categorization and record event playback. Software shall support Windows XP SP3 and Windows 7 (32 and 64 bit). Connection between the DVR and MDC shall be Ethernet. Application must support touch screen interface. Application shall not leverage the MDC for any processor intensive DVR tasks including, but not limited to video encoding and/or video conversion.		X
15	LED Indicators for Audio, Video and Record - To ensure Officer awareness, the system must have LED indicators showing record, microphone, and camera activity.	X	
16	System Power-Up Behavior Control - The system power behavior must be configurable to allow a supervisor to independently set the system to manually or automatically turn on or off with the vehicle.	X	
17	System Shut Down Timers - The system must have two independently configurable shutdown timers, selectable from 0 to 60 minutes each that begin after the ignition is turned off. Timer 1 shall simply delay the system's recognition that the ignition has been turned off. Timer 2 must be a low power state timer that allows video to transfer wirelessly and firmware upgrades to continue. If there is no video to transfer or firmware upgrades to perform, Timer 2 must expire and shutdown the system immediately.		X
18	Screensaver- For the comfort and convenience of the users, especially nighttime users, the system must have a screensaver setting that automatically turns off the LCD monitor after a pre-set amount of time. Another setting shall determine if a recording automatically disables Screensaver. Regardless, any button push or touch screen press shall exit screensaver. Screensaver must also be able to be active only when the camera is configured for Night View. The settings shall be saved independently for each user and be remembered when the user logs in.		X
19	Multiple Resolution Encoding - The system must record the front camera in two resolutions at all times. One resolution must be 1280x720 (720P) and the other resolution must be a minimum of 864x480 (480P).		X
20	Critical Event Rules - In order to maintain an average file size of approximately 1 gigabyte per hour, the system must be configurable to allow each Event Category to be saved in either the maximum or standard resolution. On average, approximately 10% of our agency's recordings will be kept in maximum resolution.		X
21	DVR-Side Event Rules - The record event must be complied with either the standard or maximum resolution (based on the Event Category Rule) in the DVR so that the un-needed version is not transferred to the server. This will optimize both video storage on the server and video transfer speeds. Any system that uploads 100% of video in High Definition will not be considered.		X
22	H.264 Compression - The system must compress all video with H.264 Main profile (not baseline).	X	
23	Adjustable Pre and Post Event Recording - The system must be capable of automatically capturing and appending both pre-event and post-event video for as little as 15 seconds and up to 10 minutes per event. These settings are to be independently adjustable and restricted by a supervisor. Pre- and post-event times must be continuous with the record event. Systems that record pre- and post-event times onto separate video events will not be acceptable.		X

Item #	Specification	Meets Specification?	
		Yes	No
24	Simultaneous Record and Playback - System shall be able to playback previously recorded video while simultaneously recording new video on two cameras and two microphones simultaneously.	X	
25	Disc Usage Meter and Low Disc Warnings - The system shall have 2 on-screen Disc Usage Meters that graphically show the user how much video is on the current USB Flash Drive and the internal Hard Drive along with how much space remains. Additionally, the system shall have audible and visual warnings when the drive is nearing its capacity.		X
26	Automatic VideoOverflow Handling - When a USB Drive fills to video capacity during a recording, the system will automatically store overflow video on the integrated hard drive until a new USB Drive is inserted. The system shall be capable of "overflowing" at least 5 USB Drives worth of Video.		X
27	Covert Recording - To allow the user to covertly record, the system shall have the ability for the user to quickly disable the system's screen and LED indicators while automatically activating all audio and video recording.	X	
28	Crash Detection - The system must include a 3-axis, solid-state crash detection sensor. In order to prevent improper installation, the sensor must be factory integrated into the DVR enclosure. Settings must be provided through the system's graphical menu to allow the agency to choose an appropriate crash sensor sensitivity level in order to minimize false crash detections.		X
29	Record Triggers - The emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection sensor may all be programmed to automatically activate a new record event.	X	
30	Event Categorization - System must allow record events to be categorized via the on screen menu. Categorization selections must be administratively configurable and allow selection via a pre-defined list, numeric text, or alphanumeric text input.	X	
31	Programmable Event Categories - System must allow the agency to program up to six different event category prompts in order to collect data deemed relevant regarding each record event. Event prompts must display automatically after each event recording has been stopped by the Officer. Prompts must not preclude the system from continuing to record video to its buffer.	X	
32	Recorded Metadata - System must record event metadata including but not limited to event category, date, time, officer name, record status, microphone status, emergency lighting status, brake status, GPS coordinates, etc. for fast searching and video navigation.	X	
33	Auto Stop - The system must have a means of detecting when the system is inadvertently left in record mode. The system must allow an option to prompt the user or automatically stop the record event.	X	
34	Record-After-the-Fact - System must have a graphical user interface for recording any portion of the hard drive buffer (events and non-events) as a new recording. This feature must allow the agency to go back approximately 4 days to capture video not previously recorded.		X

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Item #	Specification	Meets Specification?	
		Yes	No
35	Multiple Camera Support - The system must support a minimum of two (2) cameras with the ability of supporting up to six (6) cameras. Users must be able to activate up to all six (6) of the cameras to record simultaneously through the system's graphical menu. All cameras selected must have the ability of being displayed on the systems display simultaneously while also providing the user with the ability to isolate anyone of the camera images without disrupting the recording of the other cameras. LED indicators for each camera/video stream shall be present and illuminate when its corresponding camera/video stream is active.		X
36	High Definition Front Camera – The front camera shall be capable of recording video in multiple resolutions, including 1280x720 (720P) High Definition.		X
37	Zoom Camera - The front zoom camera shall be capable of a total zoom of 18x optical zoom.		X
38	Camera Controls - The front zoom camera must have backlit controls on the camera back for auto-zoom, zoom in, zoom out, auto-focus, focus far and focus near. All camera controls must also be accessible using the system's touch screen control panel with the addition of the following controls: backlight compensation and night view mode.		X
39	Backseat Camera - The back seat camera must be a high resolution color camera with at least 420 TV lines of resolution and provide at least 1 LUX sensitivity without the aid of IR lights and the ability to record in total darkness with the aid of IR lights. Black & White cameras shall not be acceptable. Bid price must include a color backseat camera.	X	
40	Nighttime Optimization - The camera's nighttime optimization setting (Night Mode) must engage and disengage automatically by the DVR without any user intervention in order to eliminate the possibility of the user forgetting to enable Night Mode.		X
41	Optional Combination Camera Upgrade – An optional Combination Camera upgrade shall be available which replaces the separate front and rear cameras with the two (2) cameras built into the same camera housing; a front zoom camera capable of recording up to 1280x720 (720P) High Definition, and color backseat camera with infrared illumination capable of recording in total darkness.		X
42	Separate Audio Channels - In order to isolate the audio during playback between the wireless microphone and the cabin microphone using a standard left/right stereo fader control, the system shall record the two audio tracks separately onto the left or right channel.	X	
43	Simultaneous Audio Recording - Both audio recording sources must be able to record regardless of what cameras are being recorded.	X	
44	High Fidelity Wireless System – They system must include a High Fidelity 900MHz wireless microphone system consisting of a belt pack transceiver and a single charging / synchronization base mounted in the vehicle. The wireless microphone must have near CD audio quality, a 1 to 2 mile line of sight range, and building penetration capabilities.		X

Item #	Specification	Meets Specification?	
		Yes	No
45	High Fidelity Wireless Transceiver -- The belt pack transceiver must have a lithium polymer rechargeable battery. The transceiver must have its primary audio pick up and antenna built into the transmitter so full operation is possible without a wired lapel microphone or external antenna. Systems with external antennas will not be acceptable as to the risk of restricting officer movement or causing damage to the antenna due to officer activity.	X	
46	Multi-Mode Transceiver Alerts - Transceiver shall allow the user to set the transceiver's alert mode to accommodate all tactical environments. Alert modes shall include: Beep Only, Beep and Vibrate, Vibrate Only, and Silent.	X	
47	Variable Transmit Power - In order to produce the longest battery life, the transceiver shall utilize automatic Variable Transmit Power so only necessary transmitting power is used. When needed however, the Transceiver shall automatically transmit at the FCC's maximum allowable power of 50 milliwatts.	X	
48	Automatic Microphone Activation - The wireless microphone must have the ability to trigger the camera to record, and the camera system must be able to automatically turn on the wireless microphone when the recorder is activated.	X	
49	Charging / Synchronization Base - The wireless microphone shall include a single in-car charging / docking base that automatically synchronizes the communication link when the belt pack transmitter is docked into the base. The Base must also have LED indicators for "charging" state an "in-use" state. Systems with separate charging and synchronizing bases will not be acceptable as this will increase the amount of equipment that needs to be installed in the vehicles.	X	
50	Microphone Power Management - To simplify installation, the charging/docking station must draw power from the video system, and does not require running additional power cables from the vehicle's electrical system. In addition, when the system is turned off, it must automatically cut power to the Charging Base after allowing the wireless transceiver to fully charge in order to minimize power drain on the vehicle's battery.	X	
51	Unique Synchronization - Any wireless transmitter(s) shall be capable of synchronizing to any base via the docking cradle which will disable any previously docked transmitter.	X	
52	40 Digital Channels - The wireless recording system shall consist of 40 individual channels to avoid multiple systems at the same incident recording on another system.	X	
53	Cabin Microphone - Each system must include an internal cabin microphone that will record on a separate sound audio channel from the wireless microphone system when activated. This microphone must be amplified in order to clearly pick-up even the faintest of conversations. Additionally, this microphone must be wired and extendable so that it may be installed in an optimal location for any type of vehicle.	X	
54	Charging and Talk Time - The wireless microphone transceiver with low battery shall become fully charged within 2.5 hours of being placed in the charging station and provide a quick charge feature, which after ten (10) minutes of charging provides 50% battery life. When in-use, the wireless transceiver shall allow for up to 30 hours of continuous talk time and up to 25 days of standby time.	X	

Item #	Specification	Meets Specification?	
		Yes	No
55	No Deleting or Overwriting Video Shall be Possible - To guarantee data security and integrity, the system shall be able to ensure that the user cannot delete, edit, or erase video data from either the hard drive buffer or the USB Flash Drive.	X	
56	Supervisor Controls - The system must provide the ability to restrict access to any and all settings by way of supervisor passwords. Multiple supervisors and supervisor passwords must be supported.	X	
57	Media Security - Access to the USB Flash drive must be secured by a lock to protect from unauthorized access.		X
58	Video Authentication - Video must be subjected to a 128-bit MD5 hash prior to being transferred from the DVR to the Server. Every file transfer from then on must include another hash of the file so that the results can be compared and logged each time the file is moved. The results of every hash must be logged and accessible and exported with each record event.	X	
59	Video Review Access Permissions - The system must allow the agency to restrict video review access in the car. This must not be a single setting that locks out video review altogether. Officers must be able to review their own video. However, with Supervisor or Administrator privileges (configurable) the agency shall be able to review all video buffered on the hard drive.	X	
60	Cables - The system will include cables necessary for a complete vehicle installation including all power cables, all vehicle system input cables, etc.	X	
61	Optional GPS - The system must offer the capability of maintaining the location of the patrol vehicle by Global Positioning System (GPS). When installed, the system shall be able to show vehicle coordinates and speed in the on screen text and recorded meta data. Additionally, GPS shall allow the system to automatically and continually update its date and time to ensure accuracy across the fleet.		X
62	One Year Warranty - Warranty shall be a minimum of one (1) year from the date of shipment.		X
63	Back Office Server Software - System must show pricing for the back-office server software. Server software must be Windows Server 2008 R2 64-bit compatible and utilize Microsoft SQL Server 2008 R2 Standard for its database backend.		X
64	Universal Client Application - System must show pricing for a universal client application. Client software must be compatible with Windows XP Professional and Windows 7 32 and 64 bit versions.	X	
65	Fleet Management - System must push configurations and firmware upgrades wirelessly and without any user intervention in the car. Settings must be group based to allow a single setting change to affect a large number of cars instantly.		X
66	Firmware Upgrades - Once pushed to the in-car DVR wirelessly, DVR firmware upgrades must occur without any user intervention in the car.		X
67	Security Management - System must have fully customizable user and group based permission that allow administrators to tailor each user's ability to use the system. Specific permissions must be able to allow access to; login and one's video, other's video, restricted video, export video, evidence management, security management, fleet management, edit event data.	X	
68	Evidence Management - System must allow evidence to be deleted or archived automatically on a schedule or manually according to customizable retention period.	X	

Item #	Specification	Meets Specification?	
		Yes	No
69	Metadata Playback Graph - System must allow a full time lined metadata playback graph that graphically shows the status of all vehicle inputs, including speed, radar and braking information so that crucial times of the event may be easily identified during playback.	X	
70	Export Playback - When exporting video, the system must automatically include a standalone playback application to be included with the exported video. When used on another computer, the playback application must run solely from the export media (DVD, USB, etc.) and not require any software installation on the local playback computer. Video must also be accompanied by a full audit log showing every time the event was moved, reviewed, or exported with full MD5 hash verification data.	X	
71	Client Playback Buffering - System must have a built in buffering scheme so that playback from a client begins as soon as the event has downloaded enough of a buffer to begin playback. Systems that require the full event be cached locally before playback initiates will not be considered.	X	
72	Export Video Anywhere with Permission - System must allow the video to be exported by a user with the appropriate permission from any client computer. Systems that allow exporting video from only a single workstation will not be considered.	X	

Upon request of the agency, a working demonstration shall be provided by a representative of the bidder or by delivery of a sample unit to the agency within 15 working days of the written request. Any and all cost related to this demonstration shall be incurred by the bidder.

Final determination of any purchase will not be exclusively on price. Factors that may be considered are price, ease of installation, interface options, service, warranty, ease of programming, ease of use for the officer with intuitive graphical menus, options, manufacturing support, and other areas determined by the agency.

Exceptions to Specifications

Bidder must provide detailed explanation for any specifications not fully met by the proposed product. Using the following format, indicate both the Item # and explanation for each exception taken.

If no exceptions are taken, state as such.

Line # Exception (use additional sheets if necessary)

****Please see attached Exceptions sheet ****

[X] Mark here if any additional pages of exceptions are to be attached as part of this bid.

Exceptions:

1). High Definition Video Recording - System must record video at 1280x720 Resolution or 720P. **No, CopTrax records video at 720 x 480 resolution.**

2). DVR Mounting - The DVR must be able to be mounted in a center console with a 2" faceplate adapter. System must also offer a universal bracket for mounting anywhere in the vehicle, including the trunk if space demands. **CopTrax uses the existing laptop or (MDT) to capture, record and temporarily store video.**

8). Integrated Automotive Grade Hard Drive - To ensure recording under all conditions, the system shall have an integrated automotive grade hard drive at least 100 gigabytes in size. The hard drive shall have a shock tolerance of at least 200Gs and an operational temperature range of -30C to +85C degrees. **CopTrax uses the existing hard drive in the laptop.**

10. Selectable Officer Names - The system shall include a simple method for selecting a programmed officer name from a list for rapid login at shift changes. System shall be fully functional if the Officer fails to login. **CopTrax uses the Windows login information to identify the officer.**

13). High Quality Audio Subsystem - The system must have speakers built into the remote display control panel for in-car video playback. **CopTrax uses the speakers in the laptop.**

14). Optional Mobile Data Computer Interface – The system shall have the ability to interface with the vehicle's mobile data computer (MDC) with optional software provided by the vendor that allows the user to perform at least the following functions; login and logout, camera and microphone activation, record and stop, record event categorization and record event playback. Software shall support Windows XP SP3 and Windows 7 (32 and 64 bit). Connection between the DVR and MDC shall be Ethernet. Application must support touch screen interface. Application shall not leverage the MDC for any processor intensive DVR tasks including, but not limited to video encoding and/or video conversion. **CopTrax uses the laptop in the car to accomplish video encoding.**

17). System Shut Down Timers - The system must have two independently

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configurable shutdown timers, selectable from 0 to 60 minutes each that begin after the ignition is turned off. Timer 1 shall simply delay the system's recognition that the ignition has been turned off. Timer 2 must be a low power state timer that allows video to transfer wirelessly and firmware upgrades to continue. If there is no video to transfer or firmware upgrades to perform, Timer 2 must expire and shutdown the system immediately. **The system has one timer not two.**

18). Screensaver- For the comfort and convenience of the users, especially nighttime users, the system must have a screensaver setting that automatically turns off the LCD monitor after a pre-set amount of time. Another setting shall determine if a recording automatically disables Screensaver. Regardless, any button push or touch screen press shall exit screensaver. Screensaver must also be able to be active only when the camera is configured for Night View. The settings shall be saved independently for each user and be remembered when the user logs in. **The CopTrax system does not require a second LCD display, it uses the LCD of the laptop in the car.**

19 Multiple Resolution Encoding - The system must record the front camera in two resolutions at all times. One resolution must be 1280x720 (720P) and the other resolution must be a minimum of 864x480 (480P). **The CopTrax system records video at 720-480 resolution.**

20 Critical Event Rules - In order to maintain an average file size of approximately 1 gigabyte per hour, the system must be configurable to allow each Event Category to be saved in either the maximum or standard resolution. On average, approximately 10% of our agency's recordings will be kept in maximum resolution. **CopTrax video files are smaller than 1 gigabyte per hour. The average 1 hour video is approximately 500 Megabytes per hour.**

21 DVR-Side Event Rules - The record event must be complied with either the standard or maximum resolution (based on the Event Category Rule) in the DVR so that the un-needed version is not transferred to the server. This will optimize both video storage on the server and video transfer speeds. Any system that uploads 100% of video in High Definition will not be considered. **CopTrax does not require the use of a DVR and records all videos at 720 x 480 resolution.**

23). Adjustable Pre and Post Event Recording - The system must be capable of automatically capturing and appending both pre-event and post-event video for as little as 15 seconds and up to 10 minutes per event. These settings are to be

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independently adjustable and restricted by a supervisor. Pre- and post-event times must be continuous with the record event. Systems that record pre- and postevent times onto separate video events will not be acceptable. **The CopTrax system does not support Post event recording. The pre-event recording is 30 seconds.**

25). Disc Usage Meter and Low Disc Warnings - The system shall have 2 on-screen Disc Usage Meters that graphically show the user how much video is on the current USB Flash Drive and the internal Hard Drive along with how much space remains. Additionally, the system shall have audible and visual warnings when the drive is nearing its capacity. **CopTrax uses the Microsoft control panel to manage and display hard drive management settings.**

26 Automatic VideoOverflow Handling - When a USB Drive fills to video capacity during a recording, the system will automatically store overflow video on the integrated hard drive until a new USB Drive is inserted. The system shall be capable of "overflowing" at least 5 USB Drives worth of Video. **CopTrax does not use this feature. Most videos are wireless offloaded and do not require the use of USB thumb drives to offload video.**

28). Crash Detection - The system must include a 3-axis, solid-state crash detection sensor. In order to prevent improper installation, the sensor must be factory integrated into the DVR enclosure. Settings must be provided through the system's graphical menu to allow the agency to choose an appropriate crash sensor sensitivity level in order to minimize false crash detections. **CopTrax does not use a DVR but can detect crash by using an auxillary USB crash sensor.**

34). Record-After-the-Fact - System must have a graphical user interface for recording any portion of the hard drive buffer (events and non-events) as a new recording. This feature must allow the agency to go back approximately 4 days to capture video not previously recorded. **CopTrax does not support this feature.**

35). Multiple Camera Support - The system must support a minimum of two (2) cameras with the ability of supporting up to six (6) cameras. Users must be able to activate up to all six (6) of the cameras to record simultaneously through the system's graphical menu. All cameras selected must have the ability of being displayed on the systems display simultaneously while also providing the user with the ability to isolate anyone of the camera images without disrupting the recording of the other cameras. LED indicators for each camera/video stream shall be present and illuminate when its corresponding camera/video stream is active. **CopTrax supports the use of two videos.**

applied concepts, inc.

36 High Definition Front Camera – The front camera shall be capable of recording video in multiple resolutions, including 1280x720 (720P) High Definition. **The front camera is High Definition including 1280x 720 (720P), but only records in Standard Definition.**

37 Zoom Camera - The front zoom camera shall be capable of a total zoom of 18x optical zoom. **The CopTrax front facing camera supports 10X digital zoom.**

38 Camera Controls - The front zoom camera must have backlit controls on the camera back for auto-zoom, zoom in, zoom out, auto-focus, focus far and focus near. All camera controls must also be accessible using the system's touch screen control panel with the addition of the following controls: backlight compensation and night view mode. **All camera controls are controlled via the CopTrax software on the laptop.**

40 Nighttime Optimization - The camera's nighttime optimization setting (Night Mode) must engage and disengage automatically by the DVR without any user intervention in order to eliminate the possibility of the user forgetting to enable Night Mode. **The CopTrax rear seat camera automatically optimizes with the use of a DVR.**

41 Optional Combination Camera Upgrade – An optional Combination Camera upgrade shall be available which replaces the separate front and rear cameras with the two (2) cameras built into the same camera housing; a front zoom camera capable of recording up to 1280x720 (720P) High Definition, and color backseat camera with infrared illumination capable of recording in total darkness. **The CopTrax camera system utilizes two separate camera units in two separate housings.**

44 High Fidelity Wireless System – They system must include a High Fidelity 900MHz wireless microphone system consisting of a belt pack transceiver and a single charging / synchronization base mounted in the vehicle. The wireless microphone must have near CD audio quality, a 1 to 2 mile line of sight range, and building penetration capabilities. **The CopTrax audio system uses a 2.4 MHz wireless microphone.**

57 Media Security - Access to the USB Flash drive must be secured by a lock to protect from unauthorized access. **Since CopTrax does not use a DVR to house the USB flash drive a lock is not necessary.**

61 Optional GPS - The system must offer the capability of maintaining the location of the patrol vehicle by Global Positioning System (GPS). When installed, the system shall be able to show vehicle coordinates and speed in the on screen text and recorded meta data. Additionally, GPS shall allow the system to automatically and continually update its date and time to ensure accuracy across the fleet. **All CopTrax systems included GPS. This GPS allows for "real time" GPS tracking of all vehicles whether the vehicle is recording video at the time or not.**

62 One Year Warranty - Warranty shall be a minimum of one (1) year from the date of shipment. **All CopTrax systems come with a two year warranty on all hardware.**

63 Back Office Server Software - System must show pricing for the back-office server software. Server software must be Windows Server 2008 R2 64-bit compatible and utilize Microsoft SQL Server 2008 R2 Standard for its database backend. **The CopTrax Back Office Server Software is included in all pricing per vehicle.**

65 Fleet Management - System must push configurations and firmware upgrades wirelessly and without any user intervention in the car. Settings must be group based to allow a single setting change to affect a large number of cars instantly. **CopTrax does not support this feature.**

66 Firmware Upgrades - Once pushed to the in-car DVR wirelessly, DVR firmware upgrades must occur without any user intervention in the car. **CopTrax does not use a DVR thus does not require firmware upgrades to a DVR.**

Bidder's Offering for Digital In-Car Video Systems

Applied Concepts, Inc (Bidder) hereby submits the following bid for the above specifications. By my signature below, I am authorized to sign this bid and obligate the bidder to the offering, the terms and conditions, implied and included. If I am not the manufacturer of the item(s) bid, I am an authorized reseller, distributor or other legal representative of the manufacturer for the purpose of this bid and have the ability to deliver the product bid.

8 (qty) units X \$ 4,195 each equals \$ 33,560 total

Total bid amount \$ 33,560
(if quantity discounts are offered, indicate on attachment and [] check here)

Stalker Radar (manufacturer) CopTrax - In-car video system (model number)

Available Accessories (including Servers, Software, Maintenance and Services)
Attach additional pricing pages if necessary.

-- Dell New Inspiron 14R Touch \$ 700 each
\$ _____ each
\$ _____ each
\$ _____ each

☒ corporation, [] partnership, [] sole proprietor, [] individual

[] manufacturer, [] distributor, [] agent, [] other _____

30 (guaranteed shipping days after receipt of order including weekends and holidays)

Terms: Net 30 Prices guaranteed for 90 calendar days

Applied Concepts, Inc. (legal name of bidder)

Stalker Radar (DBA if appropriate)

75-1544925 (FIN or SS number) Jan Achilles (signature of bidder)

Jan Achilles - Sales Administration (printed name and title)

2609 Technology Dr (address)

Plano, Texas 75074 (city, state, zip)

972-398-3780 (phone) (800) 782-5537 (toll free) 972-398-3781 (fax)

Note all Exceptions taken on previous page (if none so state)

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 12th day of December 2013:

Applied Concepts, Inc
Company Name

County of Jefferson, State of Missouri

Jan Achilles
Signature
Jan Achilles
Print

Kenneth B. Waller
Kenneth B. Waller County Executive

Company Address: _____

2609 Technology Dr

Plano, Texas 75074

Phone: 972-398-3780

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.

Donna Steffen
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor