

ORDINANCE NO.: 18-

0460

INTRODUCED BY: COUNCIL MEMBER (S) Keuter

**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 SHERIFF'S OFFICE INTERVIEW ROOM CAMERA AND RECORDING SYSTEM 2018; 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 Bids and Requests for Proposals issued by the County, received bids and proposals for the following items or services:

**BID NAME**

Sheriff's Office Interview Room Camera and Recording System 2018

## NUMBER OF BIDS RECEIVED

8

**DATE OF BID OPENING**

8-14-2018

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

NOV 16 2018

**RANDY B. HOLMAN**  
COUNTY CLERK, JEFFERSON COUNTY, MO

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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to BusComm Incorporated for a term  
5 effective upon go-live of the Interview Recording System for a one-year term upon  
6 approval by the County Council and County Executive for **up to \$10,000.00 per term, for**  
7 **total amount not to exceed \$10,000.00 for the term**, subject to budgetary limitations.

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

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

13 BID NAME

14 Sheriff's Office Interview Room Camera and Recording System 2018

15 TERM

16 effective upon go-live of the Interview Recording System for a one-year term

17 with one (1) additional renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 **Up to \$10,000.00 per term,**

21 **for total amount not to exceed \$10,000.00 for the term,**

22 subject to budgetary limitations

## 1

2

3

8

2

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

Council Member District 1, Don Bickowski

YES

Council Member District 2, Renee Reuter

YES

Council Member District 3, Phil Hendrickson

YES

Council Member District 4, Charles Groeteke

YES

Council Member District 5, Daniel C. Darian

YES

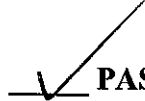
Council Member District 6, Daniel Stallman

YES

Council Member District 7, James Terry

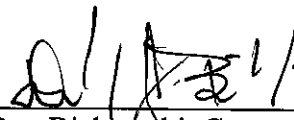
YES

**THE ABOVE BILL ON THIS 13<sup>th</sup> DAY OF November, 2018:**



**PASSED**

**FAILED**

  
Don Bickowski, 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 15<sup>TH</sup> DAY OF NOVEMBER, 2018.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS  
BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2018.

Kenneth B. Waller  
Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

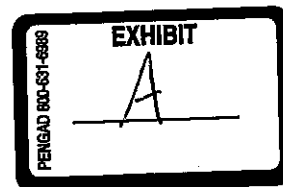
Randy B. Holman  
Randy B. Holman, County Clerk

BY: Katherine E. Mincey

Reading Date: 11-13-2018



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



**BID #: 18-0055**

**Request for Proposal: SHERIFF'S OFFICE INTERVIEW ROOM**  
**CAMERA AND RECORDING SYSTEM 2018**

**Date Issued: 7-18-2018**

**PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 14, 2018, AT 2:00 P.M. LOCAL TIME.**

**Specification  
 Contact:**

**LT. WILLIAM DUNN**  
 Department of the Jefferson County Sheriff  
 636-797-5526  
 wdunn@jeffcomo.org

**Contract  
 Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

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

**SAMPLE ENVELOPE**

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

**Contract Term:  
 upon approval by  
 the County Council  
 and County  
 Executive**

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

**Vendor  
 Information:**

<u>Bus Comm Incorporated</u>	<u>Jennifer Smith</u>
Company Name	Authorized Agent (Print)
<u>11696 Lilburn Park Road</u>	<u>[Signature]</u>
Address	Signature
<u>St. Louis MO 63146</u>	<u>CFO/COO</u>
City/State/Zip Code	Title
<u>314-567-7755</u>	<u>43-134929</u>
Telephone #	Date      Tax ID #
<u>j.smith@buscommine.com</u>	<u>314-567-0863</u>
E-mail	Fax #

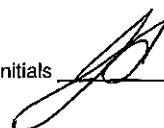
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### **\*REQUIRED DOCUMENTS\***

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

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



## PROPOSAL REQUIREMENTS

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

"BIDDER'S INITIALS: \_\_\_\_\_"

### A. DEFINITIONS:

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

### B. PROPOSAL SUBMISSION:

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

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

### C. BASIS OF PROPOSAL AWARD:

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

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

### D. PROPOSAL PREPARATION:

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

### E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

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

### F. LATE PROPOSALS:

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

### G. BID DEPOSITS/BONDS:

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



**H. MATERIAL AVAILABILITY:**

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

**I. ALTERNATE PROPOSALS:**

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

**J. INCORPORATION OF DOCUMENTS:**

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

**K. ADDENDA:**

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

**L. INSURANCE:**

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

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

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

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

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

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

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

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

**M. PROPOSAL OPENINGS:**

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

**N. PROPOSAL TABULATIONS:**

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

**PROPOSAL FORM AND CONTRACT**

**A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

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

**B. TAXES:**

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

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

**C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

**D. PRICE:**

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

**E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

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

**F. NON-EXCLUSIVE AGREEMENT:**

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

**H. INSPECTION, ACCEPTANCE AND APPROVALS:**

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

**I. WARRANTY:**

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

**J. PAYMENT:**

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

**K. CHANGE ORDER:**

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

**L. DELIVERIES:**

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

**M. RESPONSIBILITY FOR SUPPLIES:**

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

**N. SUBCONTRACTS:**

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

**O. CHOICE OF LAW:**

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

**P. TERMINATION:**

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

**Q. NOTICE AND SERVICE THEREOF:**

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

**R. CONTRACT TERM:**

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

**S. COMPLIANCE WITH APPLICABLE LAWS:**

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

**T. ACTS OF GOD:**

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

**U. SELLER'S INVOICES:**

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

**V. APPROVAL:**

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

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Missouri.

**X. LITIGATION:**

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

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

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

**SPECIFICATION**  
**CONTACT**

**LT. WILLIAM DUNN – JEFFERSON COUNTY**  
**SHERIFF'S OFFICE**  
**636-797-5526**

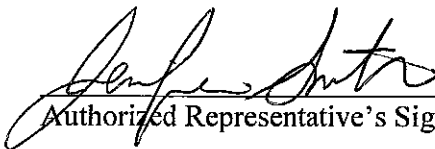
**SGT. SCOTT POE – JEFFERSON COUNTY**  
**SHERIFF'S OFFICE**  
**636-797-5562**

**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 Jennifer Smith (Name of Business Entity Authorized Representative) as CEO/COO (Position/Title) first being duly sworn on my oath, affirm Bus Comm Incorporated (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 Interview Room Recording Bid # 18-0055 (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 Bus Comm Incorporated (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 Interview Room Recording Bid # 18-0055 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

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

  
Authorized Representative's Signature

Jennifer Smith  
Printed Name


CEO/COO  
Title

August 10, 2018  
Date

Subscribed and sworn to before me this 10<sup>th</sup> of August, 2018. I am  
(DAY) (MONTH, YEAR)

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

Missouri, and my commission expires on January 25, 2021.  
(NAME OF STATE) (DATE)

  
Signature of Notary

August 10, 2018  
Date



SUSAN SIEGLER  
My Commission Expires  
January 25, 2021  
St. Charles County  
Commission #17834570


**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that BusComm Incorporated (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.

Jennifer Smith  
Authorized Business Entity  
Representative's Name  
(Please Print)

  
Authorized Business Entity  
Representative's Signature

BusComm Incorporated  
Business Entity Name

August 10, 2018  
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](mailto: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).

# SPECIFICATIONS

## Interview Room Camera and Recording System

### 1. INTRODUCTION

Jefferson County Sheriff Department is requesting proposals for the provision of furnishing a monitoring and recording system for the interview room at the Jefferson County Sheriff's Office. The address of the current facility is:

Jefferson County Sheriff's Office  
510 1<sup>st</sup> St.  
Hillsboro, MO 63050

Current interview usage is approximately 200 suspect/victim/witness interviews per year.

### 2. SELECTION CRITERIA

The primary criteria used in selecting a vendor will be as follows:

- A. The vendor's demonstrated experience and expertise in interview room solutions. Experience shall include current service in law enforcement facilities of similar size and volume, with at least five of said facilities in the state of Missouri, as well as an experienced staff, and availability of a 24 hour service/trouble shooting staff.
- B. The vendor's demonstrated ability to comply with current video and storage best practices to maintain the documentable chain of custody for the evidence.
- C. Past history and references. The vendor must have operated under the same legal name for the last three years to be eligible to bid. Vendors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. The list should contain at least three (3) current references of like size, and all current facilities within the State of Missouri.
- E. The Vendor's preliminary Transition plan. Submitted proposals will be reviewed by staff members from the Jefferson County Sheriff Office. Vendors who are deemed, on a basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods, and all other relevant factors. Jefferson County reserves the right to select a bidder based on the quality of the proposal – not necessarily the lowest bidder.

At the conclusion of discussions, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Jefferson County.



### 3. QUALIFICATIONS OF BIDDER

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

The vendor must be organized for the purpose of providing evidentiary videos and/or recordings of suspects/victims that can be presented and testified to during court proceedings. The vendor must be able to provide training and that training must meet the format selected by the Jefferson Sheriff Office.

The vendor must have a proven ability for a contract start-up when notified of the acceptance of a contract.

### 4. SCOPE OF SERVICES

Vendor shall undertake, provide, perform, and complete the following:

A. Installation of System. Vendor shall be responsible for the installation and service of the system in the current interview room. Specifically, Vendor shall be responsible for the following:

1. Plan, coordinate, and install recording system to include a high resolution, tamper resistant camera, redundant recording device, secure storage of evidentiary videos to insure a tamper-proof product, provide training for the use of the product, and a renewable service agreement for at least a 1 year period.
2. Ensure that program is compatible with current systems and capabilities of the Jefferson County Data Systems.
3. The provided system should be easily expanded to include additional interview rooms, on and/or off site.
4. Employees of Vendor assigned to work at the facility shall pass background checks and be able to work in a secure facility.
5. Meet requirements of all federal, state and local evidence standards.

B. System Service

1. Provide a 24-hour trouble shooting contact to ensure trouble free operation of the system.

C. Compensation and Payment Procedure.

The Vendor shall submit invoices upon the completion and verification of the completed installation. The County shall reimburse Vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty (30) days from the date of the Sheriff's verification that the services billed have been satisfactorily performed.

**D. Accounting Procedures.**

The accounting procedures and internal financial controls of the Vendor shall conform to generally accepted accounting practices in order that the costs allowed by this request can be readily ascertained and expenditures verified.

**E. Reporting of Accidents or Incidents at the Office.**

Vendor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Sheriff or his designated representative.

**F. Staffing Requirements.**

As the Interview Room is located within the Jefferson County Sheriff Department, the Vendor shall adhere to the following:

1. Follow all security rules of the Jefferson County Sheriff Department.
2. Submit names, dates of birth, social security number and driver's license numbers of all employees who may work within the facility at least three (3) days prior to the commencement of work.
3. All Vendor employees and subcontractors shall be provided and shall wear a identification, at the County's expense. The identification is the property of Jefferson County and shall be returned upon completion of the project.
4. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Jefferson County Sheriff Department.

**6. Tour of Interview Room**

Any bidder wishing to tour the Jefferson County Jail Interview Room to view its current set-up and capabilities may do so by contacting the Sheriff's Office at 636-797-5526 or 636-797-5515.

**7. PROPOSAL PACKAGE**

Vendors must submit a response in the form of a proposal which includes the following sections:

- A. References
- B. Technical Proposal

This portion of the proposal must address each item listed below:

1. Introduction
  - a. Company Profile
  - b. Company achievements in providing interview room solutions.

2. Operational Requirements

All proposals must include a sample of operational skills and job descriptions for installation workers in the facility.

3. Proposed installation plan

To include any changes to electrical system and IT accessibility.

Total Proposed cost of interview room camera and recording system: \$7,231.12

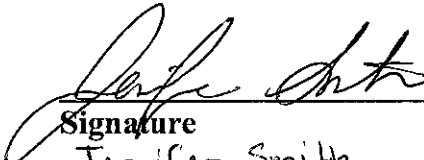
Core System + Professional  
Services

Please see enclosed  
Investment Summary for  
details and optional  
addon pricing.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2018:

Bus Comm Incorporated  
Company Name

County of Jefferson, State of Missouri

  
Signature  
Jennifer Smith  
Print


  
Kenneth B. Waller County Executive

Company Address: \_\_\_\_\_

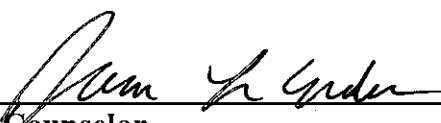
11696 Lilburn Park Road  
St. Louis, MO 63146

Phone: 314-567-7755

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

  
County Auditor

APPROVED AS TO FORM

  
County Counselor  
*Acting*

## COOPERATIVE BID FORM

Bid Name: Interview Room Recording Bid # 18-0055

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

### COOPERATIVE PROCUREMENT CONTRACT

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

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

Yes X No \_\_\_\_\_

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

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

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

MINIMUM DOLLAR VALUE PER ORDER: \$ 0.00

BY: Jennifer Smith

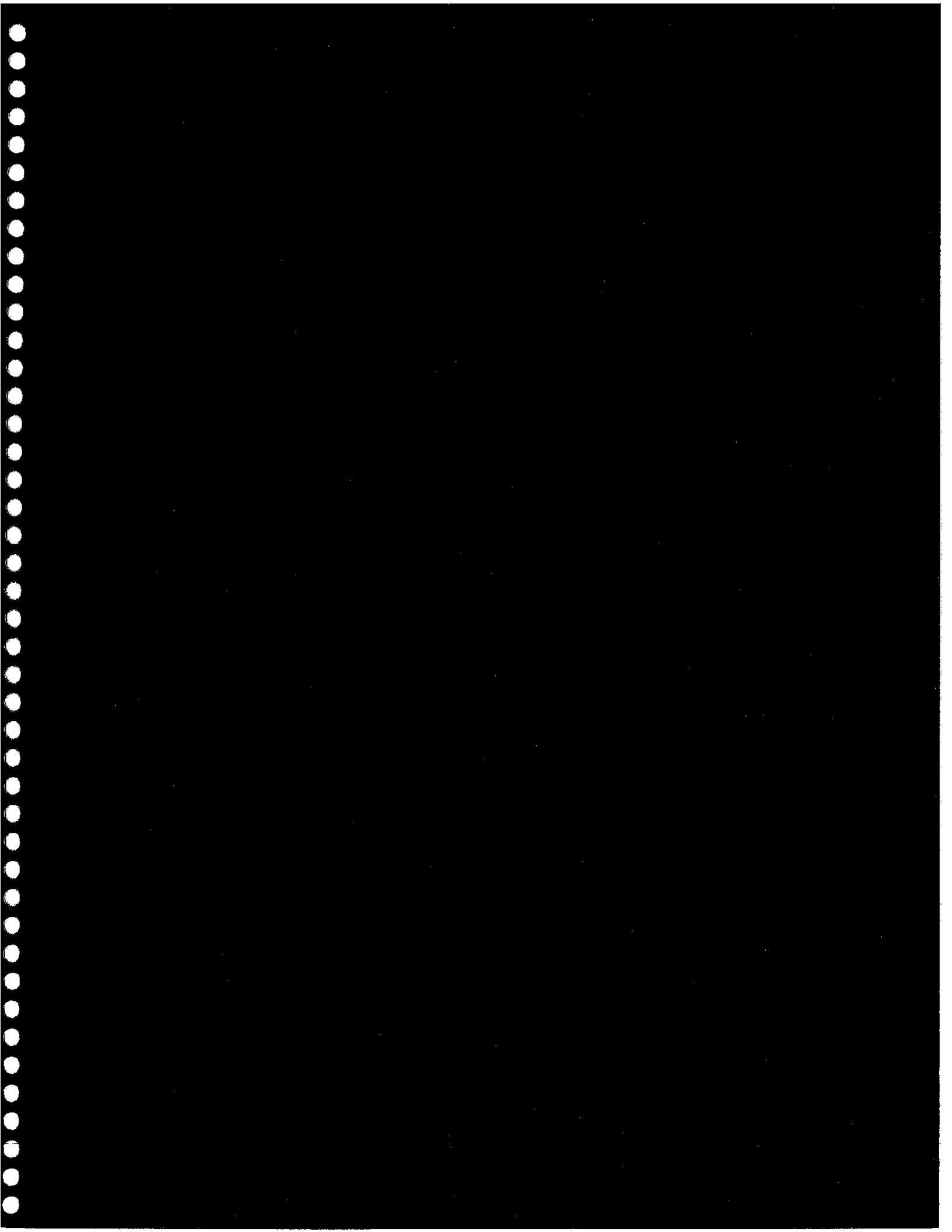
TITLE: CFO/ COO

COMPANY: Bus Comm Incorporated

#### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-567-7755 E-mail j.smith@buscomminc.com

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





## **Liberty Interview Recorder Proposal**

**For:**

**Jefferson County Sheriff's Office**

**August 10, 2018**

---

**Presented By:**

Scott Cason  
Systems Consultant  
314-567-7755, extension 255  
[scason@buscomminc.com](mailto:scason@buscomminc.com)

## Table of Contents

Response to Specifications	Page 3
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Installation Team	Page 13
Investment Summary – Core System	Page 14
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### Enclosures:

- Certificate of Liability Insurance
- Real/Personal Property Affidavit
- E-Verify Participation Memorandum of Understanding
- Sample Install Plan



## Interview Room Camera and Recording System

### 1. INTRODUCTION

Jefferson County Sheriff Department is requesting proposals for the provision of furnishing a monitoring and recording system for the interview room at the Jefferson County Sheriff's Office. The address of the current facility is:

Jefferson County Sheriff's Office  
510 1<sup>st</sup> St.  
Hillsboro, MO 63050

Current interview usage is approximately 200 suspect/victim/witness interviews per year.

**Understood**

### 2. SELECTION CRITERIA

The primary criteria used in selecting a vendor will be as follows:

- A. The vendor's demonstrated experience and expertise in interview room solutions. Experience shall include current service in law enforcement facilities of similar size and volume, with at least five of said facilities in the state of Missouri, as well as an experienced staff, and availability of a 24 hour service/trouble shooting staff.

**Understood; BusComm Incorporated has extensive experience with Liberty Interview Recorder in many agencies in Missouri and Illinois. We provide full service throughout the project; from installation and training to on-going support after the sale. Our certified technicians are available 24/7/365 and are dispatched from our offices in St. Louis, Missouri. Please refer to the list of some of BusComm's Interview Recording partners on page 10.**

- B. The vendor's demonstrated ability to comply with current video and storage best practices to maintain the documentable chain of custody for the evidence.

**Understood; Liberty Interview Recorder allows for watermark on all video frames including a custom, room-specific tag and the date and time of the recording. In addition, Liberty Interview Recorder utilizes Microsoft Active Directory to ensure there is no unauthorized access of your recording files and supports the use of digital certificates for non-repudiation and confirmation of authenticity to eliminate the possibility of tampering.**

- C. Past history and references. The vendor must have operated under the same legal name for the last three years to be eligible to bid. Vendors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. The list should contain at least three (3) current references of like size, and all current facilities within the State of Missouri.

**Understood; BusComm has been in operation under the same legal name since 1972.**

**Ellisville Police Department  
Chief Steve Lewis  
37 Weis Avenue  
Ellisville, MO 63011  
636-227-7777**

**Kirkwood Police Department  
Captain John Folluo  
131 West Madison Avenue  
Kirkwood, MO 63122  
314-822-5885**

**Ste. Genevieve County Sheriff's Department  
Lieutenant Lance White  
5 Basler Drive  
Ste. Genevieve, MO 63670  
573-883-5820**

- E. The Vendor's preliminary Transition plan. Submitted proposals will be reviewed by staff members from the Jefferson County Sheriff Office. Vendors who are deemed, on a basis of selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods, and all other relevant factors. Jefferson County reserves the right to select a bidder based on the quality of the proposal – not necessarily the lowest bidder.

**Understood; we welcome and look forward to the opportunity to discuss our proposal with your team. Regarding the Transition Plan, please refer to the enclosed Sample Installation Plan. At the project kick off meeting, your BusComm Project Manager will customize this plan based upon your unique recording environment.**

At the conclusion of discussions, the vendors will be ranked on the basis of selection criteria and final negotiations will be conducted with the vendor ranked first. If a satisfactory agreement can be reached, the contract shall be awarded to the vendor; otherwise, negotiations will be conducted with each subsequent vendor until a satisfactory contract can be established or until the determination is made that the rejection of all proposals is in the best interest of Jefferson County.

**Understood**

### **3. QUALIFICATIONS OF BIDDER**

To be considered for award of this contract, the vendor must meet the following minimum qualifications:

The vendor must be organized for the purpose of providing evidentiary videos and/or recordings of suspects/victims that can be presented and testified to during court proceedings. The vendor must be able to provide training and that training must meet the format selected by the Jefferson Sheriff Office.

**Understood; BusComm has extensive experience with Liberty Interview Recorder in many agencies in Missouri and Illinois. We provide full service throughout the project; from installation and training to on-going support after the sale. Your BusComm Project Manager will coordinate with your team to ensure that all personnel receive the appropriate training.**

The vendor must have a proven ability for a contract start-up when notified of the acceptance of a contract.

**Understood; immediately upon acceptance of a contract, your BusComm Project Manager will schedule a kick-off meeting at your site to customize your Installation and Training Plans.**

**4. SCOPE OF SERVICES**

Vendor shall undertake, provide, perform, and complete the following:

A. Installation of System. Vendor shall be responsible for the installation and service of the system in the current interview room. Specifically, Vendor shall be responsible for the following:

1. Plan, coordinate, and install recording system to include a high resolution, tamper resistant camera, redundant recording device, secure storage of evidentiary videos to insure a tamperproof product, provide training for the use of the product, and a renewable service agreement for at least a 1 year period.

**Understood; please refer to enclosed Investment Summary for details about the proposed Liberty Interview Recording solution as well as installation, training and on-going support.**

2. Ensure that program is compatible with current systems and capabilities of the Jefferson County Data Systems.

**Understood**

3. The provided system should be easily expanded to include additional interview rooms, on and/or off site.

**Understood; the proposed Liberty Interview Recording solution is expandable up to four single camera rooms in the same PC. Off site recording is supported - connection/bandwidth considerations may require a separate recording PC at the off site location.**

4. Employees of Vendor assigned to work at the facility shall pass background checks and be able to work in a secure facility.

**Understood**

5. Meet requirements of all federal, state and local evidence standards.

**Understood**

B. System Service

1. Provide a 24-hour trouble shooting contact to ensure trouble free operation of the system.

**Understood; BusComm's Annual Guaranteed Maintenance Service agreement provides 24/7/365 support to include trouble shooting as well as on-site service if deemed necessary. Our certified technicians are available 24/7/365 and are dispatched from our offices in St. Louis, Missouri. You can reach our support team, anytime, at 800-283-7755.**

**C.     Compensation and Payment Procedure.**

The Vendor shall submit invoices upon the completion and verification of the completed installation. The County shall reimburse Vendor for services billed pursuant to its procedure for payment of Accounts Payable within thirty (30) days from the date of the Sheriff's verification that the services billed have been satisfactorily performed.

**Understood**

**D.     Accounting Procedures.**

The accounting procedures and internal financial controls of the Vendor shall conform to generally accepted accounting practices in order that the costs allowed by this request can be readily ascertained and expenditures verified.

**Understood**

**E.     Reporting of Accidents or Incidents at the Office.**

Vendor shall ensure that its employees immediately report any accidents or incidents of any unusual nature in writing to the Sheriff or his designated representative.

**Understood**

**F.     Staffing Requirements.**

As the Interview Room is located within the Jefferson County Sheriff Department, the Vendor shall adhere to the following:

1. Follow all security rules of the Jefferson County Sheriff Department.

**Understood**

2. Submit names, dates of birth, social security number and driver's license numbers of all employees who may work within the facility at least three (3) days prior to the commencement of work.

**Understood**

3. All Vendor employees and subcontractors shall be provided and shall wear a identification, at the County's expense. The identification is the property of Jefferson County and shall be returned upon completion of the project.

**Understood**

4. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Jefferson County Sheriff Department.  
**Understood**

**6. TOUR OF INTERVIEW ROOM**

Any bidder wishing to tour the Jefferson County Jail Interview Room to view its current set-up and capabilities may do so by contacting the Sheriff's Office at 636-797-5526 or 636-797-5515.  
**Understood**

**7. PROPOSAL PACKAGE**

Vendors must submit a response in the form of a proposal which includes the following sections:

- A. References  
**Understood; please refer to the list of some of BusComm's Interview Recording partners on page 10 as well as references with contact information on page 4 of this response.**
- B. Technical Proposal  
**Understood**

This portion of the proposal must address each item listed below:

1. Introduction
  - a. Company Profile  
**Please see BusComm's Corporate Summary on page 9 of this response.**
  - b. Company achievements in providing interview room solutions.  
**Please refer to the list of some of BusComm's Interview Recording partners on page 10 of this response.**
2. Operational Requirements  
All proposals must include a sample of operational skills and job descriptions for installation workers in the facility.  
**Please refer to the description of your Installation Team on page 13 of this response.**
3. Proposed installation plan  
To include any changes to electrical system and IT accessibility.  
**Please refer to the enclosed Sample Implementation Plan and the Wiring Diagram on page 12 of this response.**

## **BusComm Incorporated Corporate Summary**

Since March 1972, BusComm Incorporated's expertise in business communication applications has grown and evolved as we have provided unique solutions to match our customer's needs. During this time, not only has technology advanced dramatically, our customer's needs have changed as well. At BusComm, Innovators in Business Communications, we maximize our customer's potential by matching emerging technology, reliable solutions and responsive service to their changing needs.

Today we are providing digital audio/video technology solutions for customers with varying needs, such as: custodial interview recording, voice logging, call and voice processing, dictation, medical transcription, speech recognition, court recording, and general business communication. Our clientele has grown in the thousands as we continue to provide you, our customer, with state-of-the-art business communication solutions and support.

BusComm is a certified dealer for Liberty Interview Recorder in Missouri and Illinois. We have the capability of delivering upgrades and enhancements, as they become available or as your further needs require them. BusComm provides full service and support – to include sale, installation, training and 24-hour service.

### **Our Mission:**

BusComm's mission: to enhance our customer's ability to communicate by providing leading-edge information management solutions and high-quality technical support. We accomplish this with a team of skilled and motivated employees that are committed to satisfying the needs of our customers – ensuring a sustainable and profitable organization.

### **We Provide Customer Support:**

- Sales professionals who understand the challenges you experience and can recommend solutions, not just hardware.
- Certified training and support professionals who provide thorough training for your staff and are available 24 hours a day, 7 days a week. "We're there when you need us."

### **We Provide Responsive Service:**

Experienced professionals including Certified Network Engineers, Programmers, Field Engineers and Factory Trained Service Technicians. Service is offered 24 hours a day, 7 days a week, 365 days a year.

**Liberty Interview Recorder References**

**Below are a few of our valued business partners:**

Bond County Sheriff's Department

Florissant Police Department

Cahokia Police Department

Kirkwood Police Department

Cassville Police Department

Madison County Sheriff's Department

Clinton County Sheriff's Department

Maries County Sheriff's Department

Collinsville Police Department

O'Fallon Police Department (IL)

Columbia (IL) Police Department

Ste. Genevieve County Sheriff's  
Department

Ellisville Police Department

Swansea Police Department

Fairview Heights Police Department

Troy Police Department

Farmington Police Department

Webster Groves Police Department



## Liberty Interview Recorder Overview

**Liberty Interview Recorder** is a simple, easy to use recording system that captures interview and interrogation audio, video and notes for police, law enforcement services and other government agencies.

### Highlights:

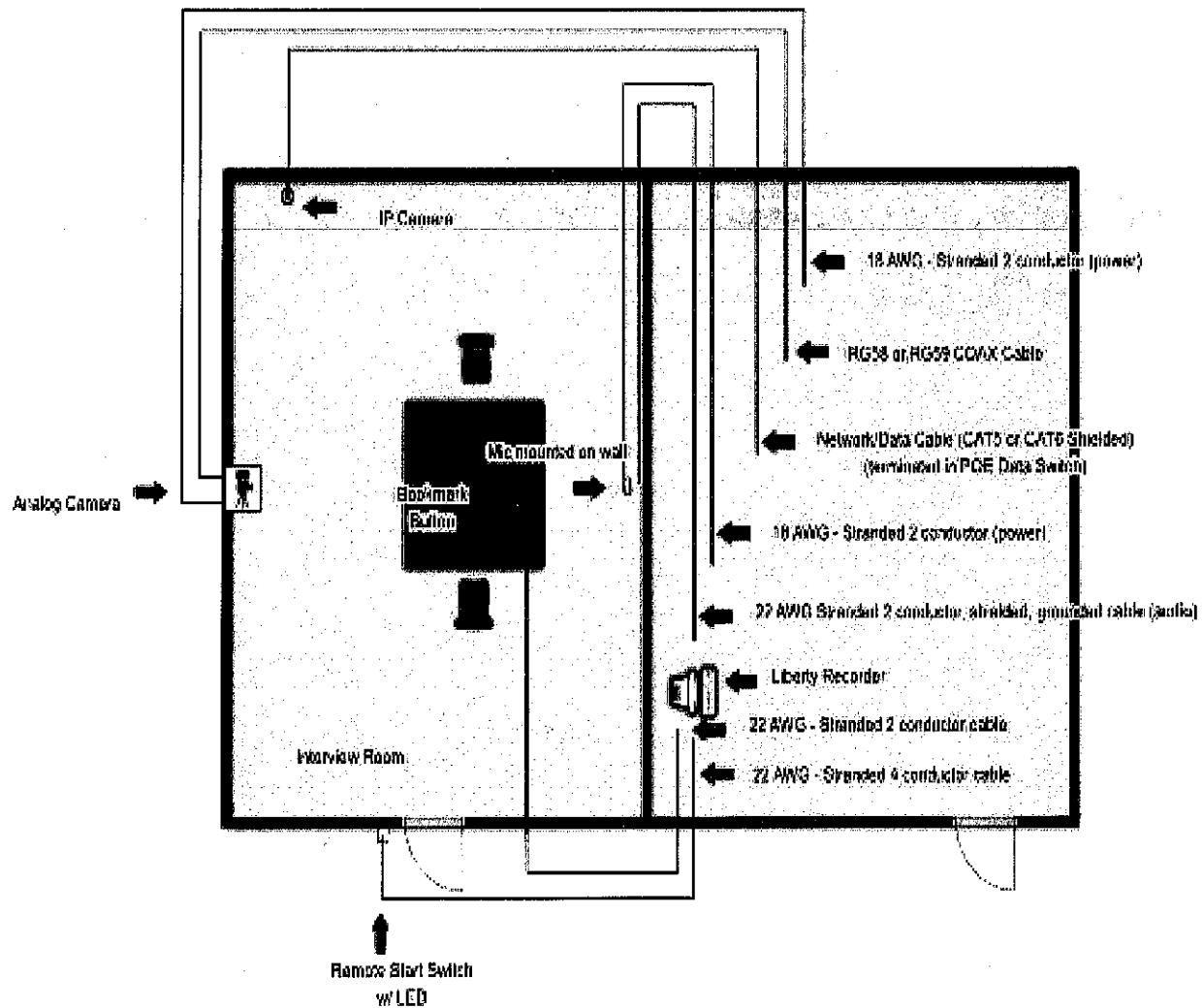
- Video recordings include integrated note taking feature with bookmark cue points.
- A time and date watermark is indicated on each recorded frame, which means that the authenticity of the recording can be verified at any time.
- Instant re-cue for playback; no more waiting for fast forward/rewind functions.
- Redundant copy may be written to secondary media including CD/DVD, memory stick, flash card, network drive or USB drive.
- Integrated text search and retrieval feature.
- No cost transcription application available.
- Remote monitor an interview from any network location (based on security rights).
- Optional remote "Start-recording" feature with either a hardware switch, or through a remote control program.

### Liberty Interview Recorder Features:

- A comprehensive display of recorded audio and video provided in real-time, as the interview is recorded.
- Support for multiple discrete audio channels to allow for multiple microphones and eliminate talk-over.
- Integrated note taking with standard keyboard support.
- Network Ready – recordings may be saved simultaneously and automatically to a network file server.
- A network file server configuration also allows authorized remote staff to monitor the recordings and the associated notes.
- Audio, video and associated notes are all saved into a single file, consolidating all of the data into a single file.
- Complimentary playback application for transcription.
- The ability to superimpose a label such as "Police Interview Room A" onto the video of a recording.
- The ability to create single or multiple DVDs of an interview.

Liberty Interview Recorder Sample Wiring Diagram

LIR Wiring Diagram



\*All cabling to be terminated near Liberty Recorder

**Implementation Team**

**Dwight Stilley, BusComm Senior Technical Support Specialist** - Dwight holds a bachelor's degree in General Studies from Southeast Missouri State along with the CompTIA A+ Certification. As a computer professional since 2000, he brings a wealth of expertise to BusComm.

**Greg Martin, BusComm Technical Support Specialist** – Greg joined BusComm as a Technical Support Specialist in 2013. He graduated from ITT Technical Institute with a Bachelor's Degree in Digital Entertainment and Game Design (Computer Science) and brings to BusComm a wealth of programming knowledge and 2 years of hands-on customer IT support.

**Dave Lee, BusComm Technical Support Specialist** – Dave joined BusComm as a Technical Support Specialist in 2013. He has recent experience that includes software technical support and customer training. He graduated in 2000 with an Associate's Degree in Computer Programming and Network Administration and also has experience in programming, database administration and networking.

**Jevion White, BusComm Senior Technical Support Specialist** – Jevion joined BusComm as a Technical Support Specialist in 2012. Prior to his time with us, he accumulated over two years of professional hands-on IT support experience in the Healthcare industry. He also studied Information Systems at St. Louis Community College.

**John Lockwood, BusComm Senior Systems Analyst** – John joined BusComm in 2000 as a Technical Support Specialist. He studied Network Administration at Ranken Technical College and graduated in 1999. He is now a Senior Systems Analyst providing pre-sales consultation, installation support and training to BusComm customers.

**Roy Kenny, Operations Manager** – Roy joined BusComm in 1987. He spent 25 years as a Senior Technical Support Specialist providing installation, training, and support on BusComm's Healthcare products. He was promoted to Project Manager in 2012 where he was responsible for coordinating all project installation and training for customers. In October 2017, Roy was promoted to Operations Manager and he is now responsible for the day-to-day management of the Operations Department, as well as continuing to coordinate all project installations and training.

**Investment Summary – Core System**

**Liberty Interview Recording Solution to include: a high resolution, tamper resistant camera, redundant recording device (recordings will automatically be mirrored both to the recording PC and the Jefferson County Sheriff's Office VeriPic Network Storage location), providing secure storage of evidentiary videos to ensure a tamper-proof product.**

DESCRIPTION	AMOUNT
<b>Liberty Interview Recording Solution, including:</b> <ul style="list-style-type: none"><li>• <b>Recording PC and Software:</b><ul style="list-style-type: none"><li>○ Dell OptiPlex 7060 Mini Tower, Windows 10, Intel Core i7 3.6GHz, 1TB Hard Drive, 8GB RAM, 2GB Graphics Card, DVD+/- RW, Keyboard, Mouse, Speakers, Monitor</li><li>○ Liberty Interview Recording Software</li><li>○ Two Liberty Network Monitor Licenses</li><li>○ Two Liberty Network Monitor and Control Licenses</li></ul></li><li>• <b>Video Input:</b><ul style="list-style-type: none"><li>○ Axis P3367-V Network Dome IP Camera and Mount</li></ul></li><li>• <b>Audio Input:</b><ul style="list-style-type: none"><li>○ AKG PXM-11LL Wall Plate Mountable Security Microphone</li></ul></li><li>• <b>Switches/Power:</b><ul style="list-style-type: none"><li>○ Ubiquity Networks TS-5-PRO PoE Switch (Camera)</li><li>○ 4 Channel 12V, 10A Power Box (Microphone)</li></ul></li></ul>	\$5,534.85
<b>Professional Services:</b> <ul style="list-style-type: none"><li>○ On-Site Installation and Implementation</li><li>○ On-Site Training</li></ul>	1,696.27
<b>TOTAL INVESTMENT</b>	<b>\$7,231.12</b>

**Annual Guaranteed Maintenance Service – Core System**

Comprehensive GMS Agreement –Only service related to Liberty Software or hardware failure will be covered under this Agreement	\$7,33.48
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**Investment Summary – Remote Start via Mimo Tablet**

**Optional Remote Start via Mimo Tablet – allows for remote start of recording and capture of Jefferson County defined information (Case #, DSN #, etc.) from tablet mounted outside of interview room door. Allows for easy search and retrieval as recordings will have identifying information embedded with them and can be grouped by DSN #.**

DESCRIPTION	AMOUNT
Mimo Remote Start Tablet and Wall Mount	\$438.58
On-Site Installation and Implementation and Training (if installed at time of initial system implementation)	78.94
<b>TOTAL INVESTMENT</b>	<b>\$517.52</b>

**Annual Guaranteed Maintenance Service – Remote Start via Mimo Tablet**

Add Mimo Tablet to Comprehensive Guaranteed Maintenance Service Agreement	\$43.86
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**Investment Summary – Remote Start via Switch**

**Optional Remote Start via Light Switch** – allows for remote start of recording by activating switch mounted outside of interview room door. Also allows for LED Recording Indicator placed either in or outside room and discrete bookmarking from inside interview room.

DESCRIPTION	AMOUNT
Liberty Remote Start via Switch; including: <ul style="list-style-type: none"><li>• Remote Start Hardware Device</li><li>• LED Recording Indicator Light</li><li>• Discrete Bookmarking Button (mounted under interview table)</li></ul>	\$350.00
On-Site Installation and Implementation and Training (if installed at time of initial system implementation)	63.00
<b>TOTAL INVESTMENT</b>	<b>\$413.00</b>

**Annual Guaranteed Maintenance Service – Remote Start via Switch**

Add Remote Start to Comprehensive Guaranteed Maintenance Service Agreement	\$35.00
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**Investment Summary – Add Second Camera to Interview Room****Optional Addition of Second Camera to Interview Room**

DESCRIPTION	AMOUNT
Addition of Second Camera to Interview Room, including: <ul style="list-style-type: none"><li>• Axis M3047 – Mini Dome, 6MP, 360° view, Network Camera</li><li>• Camera Mount</li><li>• Liberty Add 2<sup>nd</sup> Camera License</li></ul>	\$998.76
On-Site Installation and Implementation and Training (if installed at time of initial system implementation)	179.78
<b>TOTAL INVESTMENT</b>	<b>\$1,178.54</b>

**Annual Guaranteed Maintenance Service – Add Second Camera to Interview Room**

Add Second Camera to Comprehensive Guaranteed Maintenance Service Agreement	\$43.86
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**Investment Summary – Add Dedicated Network Attached Storage**

**Optional Addition of Dedicated Network Attached Storage – the core system has been quoted with the archive mirror to be directed to the Jefferson County Sheriff's Office Network Storage Location. This option will add a dedicated Network Attached Storage Device to be used only for Liberty Interview Recordings.**

DESCRIPTION	AMOUNT
Buffalo LinkStation Network Attached Storage (2 x 2TB)	\$239.99
On-Site Installation and Implementation and Training (if installed at time of initial system implementation)	43.20
<b>TOTAL INVESTMENT</b>	<b>\$283.19</b>

**Annual Guaranteed Maintenance Service – Add Dedicated Network Attached Storage**

Add Dedicated NAS to Comprehensive Guaranteed Maintenance Service Agreement	\$43.86
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**Customer Requirements**

BusComm Incorporated will terminate/install/mount all components included in the proposal. The quoted price assumes ready access to the Customer's facility. The Customer may be responsible for additional installation charges if it does not make the facility available to complete the installation in the timeframe quoted, does not provide equipment per the product specifications, and/or does not provide the items (if applicable) noted below. The installation and training price includes all travel expenses.

Unless specifically noted on the Sales Agreement, the Customer will be responsible for providing:

**1. All Computers and Laptops:**

- Prior to the Liberty hardware and software installation, all computers must be configured as per the product specifications. Please advise us of the model and configuration of the computers so that we can verify suitability prior to delivery.
- All PC/LAN connections and cabling.
- PC Speakers, power supply and cables for PC sound card-based playback of the audio.

**2. Cabling Specifications/Requirements:****• Remote Start Switches (LR-101):**

- Requires a 4 conductor cable (22 AWG stranded) from switch location to recording PC (LIR).
- Requires 1 single gang box to mount the switch.

**• Mimo Control Tablet:**

- Requires a network/data cable (CAT 5 or CAT 6) from tablet location to PoE Data Switch.
- Requires single gang box to mount the tablet.
- Mimo Tablet Dimensions - 9.92" (252mm) x 7" (178mm) x .94" (22mm).

**• Recording Indicator Light (iBoot and Sandies Light):**

- Requires a 2 conductor cable (18 AWG stranded) from each iBoot device to recording light location.

**Customer Requirements**

- Requires 1 single gang box at light location (depending on record indicator used and location).
- iBoot Device requires 110VAC power and network/data cable (CAT5 or CAT6) from iBoot location to Data Switch (does not require PoE).
- Recording Indicator Light Dimensions - Height - 12"; Width - 3 1/8"; Depth - 3 1/8". Mounting hole is 3/4" from end of light.
- **Bookmark Buttons:**
  - Requires a 2 conductor cable (22 AWG stranded) from button location to recording PC (LIR).
- **Analog Cameras:**
  - Each camera requires a 2 conductor cable (18 AWG stranded) from camera to power supply.
  - Each camera also requires RG58 or RG59 COAX cable from camera to recording PC (LIR).
- **IP Cameras:**
  - Each IP camera requires network/data cable (CAT5 or CAT6) from camera to PoE Data Switch.
- **Microphones:**
  - Requires 22 AWG stranded – 2 conductor, shielded, grounded cable from mic to recording PC (LIR). (If used with IP dome camera, cable to be run from Mic to IP camera and not back to LIR).
  - Requires a 2 conductor cable for power (18 AWG stranded) from mic to power supply.
  - Requires 1 single gang box to mount the mic.



## Purchasing Terms

The installation and training price includes all travel expenses.

Operator training will be provided on the same trip as the installation. For training to be most effective, it is preferable to have a maximum of five (5) persons per session.

BusComm terms are as follows: 100% upon completion of installation

Please make purchase orders to: BusComm Incorporated  
11696 Lilburn Park  
St. Louis, MO 63146

## Proposal Acceptance

APPROVED BY:

x

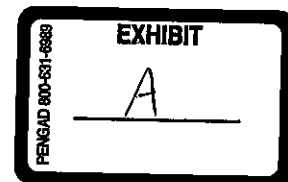
Kenneth Waller

PRINT NAME

KENNETH WALLER

PRINT TITLE

COUNTY EXECUTIVE



**BUSCOMM INCORPORATED  
REQUIRED GUARANTEED MAINTENANCE SUPPORT AGREEMENT**

This **REQUIRED GUARANTEED MAINTENANCE SUPPORT AGREEMENT** ("Agreement") is effective the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ ("Effective Date") by and between **BUSCOMM INCORPORATED**, a Missouri corporation ("BusComm") and **Jefferson County Sheriff**, a Missouri corporation ("Purchaser") (individually, each a "Party," or collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, Purchaser has a need for hardware and software maintenance of Purchaser's Liberty System (the "**System**");

**WHEREAS**, BusComm provides hardware and software maintenance support (collectively, the "**Support**") for the System;

**WHEREAS**, the Parties desire to enter into this Agreement whereby BusComm will provide certain maintenance Support to Purchaser, as more fully detailed herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**I. TERM AND TERMINATION**

- 1.1 Term.** The term of this Agreement shall commence on the Effective Date and will continue for one (1) year with the option to renew for one (1) additional one (1) year renewal term unless terminated by either Party upon written notice given to the other Party at least thirty (30) days prior to the end of the first year or subsequent year. No refund or pro-rating on the remainder of the Agreement is allowed. This Agreement is not transferable and becomes void upon sale of the equipment.
- 1.2 Termination Due to End of Life.** In the event your software has been covered by a BusComm Guaranteed Maintenance Support Agreement for a minimum of four (4) years, BusComm reserves the right to terminate this Agreement based on the age of the hardware platform housing the software. BusComm will provide a minimum of forty-five (45) days notice and offer the opportunity for Purchaser to upgrade their current hardware platform to continue support.
- 1.3 Termination With Cause.** In the event BusComm commits a material breach of any of the provisions of this Agreement, Purchaser may terminate this Agreement upon thirty (30) days written notice.
- 1.4 Effect of Termination.** Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except for obligations accruing and becoming payable prior to the date of termination or obligations that are expressly

made to extend beyond the term.

## **II. OBLIGATIONS OF BUSCOMM**

- 2.1 Support.** BusComm shall provide Support to Purchaser as set forth for the System. BusComm shall begin providing Support following the warranty period.
- 2.2 Response to Support Calls.** BusComm agrees to provide prompt response to all support calls twenty-four (24) hours per day, seven (7) days a week, and three hundred and sixty-five (365) days a year. BusComm agrees that Purchaser is a comprehensive maintenance customer and is guaranteed priority support and response to reported System issues via remote diagnostic software, a phone call, or an on-site visit. BusComm will make a diagnostic call within thirty (30) minutes of receipt of Purchaser's support request.
- 2.3 Replacement Parts.** Replacement parts, for hardware purchased from BusComm which is listed on the Contract Invoice, will be furnished and installed by BusComm personnel (the "**Support Technicians**") at no extra charge. The parts replaced become the property of BusComm.
- 2.3.1 Refurbished Parts.** Hardware, component parts, assemblies, or subassemblies may be replaced with new or refurbished items at BusComm's option. If parts must be replaced due to causes other than normal wear and tear, BusComm will charge the price in effect at the time for such parts and all reasonable expenses associated with BusComm's cost to replace said parts.
- 2.4 Software Updates.** BusComm will provide and install updates to Purchaser's software during normal business hours as deemed necessary without any additional charge to Purchaser as long as this Agreement is effective and there are no payments in arrears due to BusComm. "**Updates**" are defined as any System's software in which numbers to the right of the first decimal point have increased (i.e. 8.1, 8.2, and 8.3). After normal business hours, Monday through Thursday, BusComm will bill for labor to install updates at Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour and travel will be billed at One Hundred Twelve and 50/100 Dollars (\$112.50) per hour
- 2.5 Software Upgrades.** BusComm will make available software upgrades to Purchaser's software as they become available. "**Upgrades**" are defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, and 10.0). During normal business hours, BusComm will bill for labor to install upgrades at One Hundred Fifty and 00/100 Dollars (\$150.00) per hour and travel will be billed at Seventy-Five and 00/100 Dollars (\$75.00) per hour. After normal business hours, Monday through Thursday, BusComm will bill for labor to install upgrades at Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour and travel will be billed at One Hundred Twelve and 50/100 Dollars (\$112.50) per hour.

Additionally, third party software upgrades are billable.

- 2.6 **System Availability.** Under this Agreement, BusComm agrees to work toward providing System availability approaching one hundred percent (100%). In order to do this, BusComm may, based on technical judgments made by Support Technicians, request to be able to monitor machine functions remotely, but always with the prior knowledge, approval, and cooperation of the Purchaser. At such time BusComm may also make changes to the resident software, but never in a way that would knowingly disrupt normal operations, violate security, or disturb the Purchaser's records. In addition, BusComm may, from time to time, recommend and initiate replacement of suspect component parts at no expense to the Purchaser, but with Purchaser's planned cooperation regarding replacement work. This will always be done with every intention of minimizing disruption. Finally, if BusComm deems it advisable for a Support Technician to visit and perform machine or operational remediation on site, such a trip will be initiated by BusComm, but with the full knowledge and cooperation of the Purchaser. The full expenses for such travel including per diem, living expenses and all incidental costs relating either to the trip or the support work will be paid by BusComm, resulting in no cost to the Purchaser.
- 2.7 **Environmental Conditions.** The Purchaser will maintain the environmental conditions specified. These conditions will be within the common environmental range of all System's components.

### III. TITLE

- 3.1 **Title.** BusComm will retain full title to the software. The Purchaser will have a nonexclusive, nontransferable, fully paid perpetual license to use such software for its business purposes as long as it has a current Maintenance Agreement on the product, and agrees to hold in confidence all technical and trade secret information, including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by BusComm in respect thereto, all subsequent modification of code made by BusComm pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. The Purchaser ensures that access to such information will be limited to employees who must have access in order to use the System efficiently for Purchasers business purposes.
- 3.2 **Diagnostic Software.** BusComm may remove its maintenance materials or diagnostic software at any time, either temporarily or permanently. The diagnostic software provided to facilitate the servicing of the System is not necessarily for the operation of basic System software.

#### IV. EXCLUSIONS

**4.1 Excluded Support Services.** Some Support Services may not be covered by this Agreement. These items may be referred to as *Move/Add/Change* and Purchaser is responsible for all charges including the cost of parts, labor, assistance over the telephone and travel relating to:

- 4.1.1 Electrical work external to the equipment;
- 4.1.2 Maintenance of accessories, attachments, machines, or other devices not furnished or manufactured by BusComm or not listed on the contract invoice;
- 4.1.3 Repair of damages resulting from accident, neglect or misuse, fluctuations of electric, temperature or humidity, failure of electrical power, or causes other than ordinary use including fires and acts of God, or resulting from moving, disconnecting, maintenance or repair of the equipment by persons other than BusComm personnel or its authorized representatives, or damages caused by installation of third-party software not purchased from and/or authorized by BusComm;
- 4.1.4 Adding or removing accessories, attachments, or other devices;
- 4.1.5 Services rendered impractical due to alterations to the equipment, or because of electrical or mechanical connections to equipment not supplied by BusComm;
- 4.1.6 Re-install of users, to include software applications;
- 4.1.7 Upgrading/Updating/Supporting any third-party software needed to support the System, including but not limited to Structured Query Language (SQL), Anti-Virus, Annual Anti-Virus Updates, RightFax Business Server or Fax Boards, Microsoft Operating System, Microsoft Word;
- 4.1.8 Installation of System Software Upgrades, defined as a numeric increase to the left of the first decimal point (i.e. 8.0, 9.0, 10.0);
- 4.1.9 New report formats;
- 4.1.10 Changes to existing report formats;
- 4.1.11 Setting up additional departments;
- 4.1.12 Installing and training additional users;
- 4.1.13 Re-training existing staff;
- 4.1.14 Reloading software due to customer upgrades/changes or computer virus infections;
- 4.1.15 Connectivity to internet service provider from remote site to customer's network;
- 4.1.16 Interfacing client's Virtual Private Network with remote site;
- 4.1.17 Removing viruses from servers or workstations caused by a lack of Customer provided Anti-Virus software being loaded or failure to update the Customer provided Anti-Virus software.

## V. MODIFICATION OF AGREEMENT

- 5.1 **Modification/Deletion.** BusComm reserves the right to modify or delete any term of this Agreement by giving thirty (30) days prior written notice to the Purchaser. Purchaser may then elect to accept the Agreement with such modification(s) or deletion(s), or terminate the Agreement. Failure by the Purchaser to terminate within the thirty (30) day notice period will signify acceptance of the Agreement as amended. As used in this section, modification includes, but is not limited to, changes in price, term or the character or extent of support, including withdrawal of support for particular hardware or software systems or subsystems.

## VI. CHARGES

- 6.1 **Charges.** Charges for support provided under this Agreement are invoiced on an annual basis and are payable within (30) days of receipt of invoice.
- 6.2 **Adjustment of Charges.** Additions and/or deletions in hardware or software may result in an adjustment of support charges. The support charges for hardware or software additions to the Agreement will be the current published rate at the time the equipment is added, and will be pro-rated to coincide with the anniversary date of this Agreement. Deletions will be adjusted when the Agreement renews. No refund or pro-rating on the remainder of the Agreement is allowed.
- 6.3 **Overdue Invoices.** BusComm reserves the right to withhold support for non-payment of any invoice(s) sixty (60) days beyond the Effective Date.

## VII. COMPENSATION

- 7.1 **Compensation.** Purchaser shall pay BusComm (\$\_\_\_\_\_) per year for Support. Unless otherwise specified, the Support and Purchaser's obligation to pay the compensation shall commence on the Effective Date under the terms described herein.



- 7.2 **Hourly Rate.** The following rates apply to Support not included under this Agreement. There is a one-hour minimum charge for all labor, including telephone support.

**Labor**

Move/Add/Change	\$150.00 per hour
After-Hours Support or Move/Add/Change	\$225.00 per hour
Sunday/Holiday* Support or Move/Add/Change	\$300.00 per hour

**Travel**

Normal Business Hours	\$75.00 per hour
After-Hours	\$112.50 per hour
Sunday/Holiday*	\$150.00 per hour

\*The Holiday rate applies to: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## VIII. GENERAL

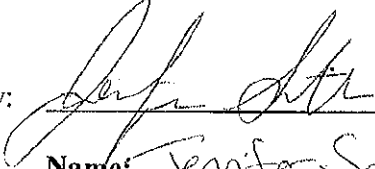
- 8.1 **Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- 8.2 **Assignment.** Any or all of BusComm's rights or obligations under this Agreement may be assigned by BusComm, upon written consent from the Purchaser which will not be unreasonably withheld, and will be exercised by any assignee thereof.
- 8.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. A signature to this Agreement shall be deemed validly executed and delivered, binding and enforceable upon transmittal of the signed Agreement to the other Party by facsimile or by transmission of a PDF copy of such signed Agreement by e-mail.
- 8.4 **Damages.** In no event will BusComm be liable for any loss of data, lost charges, or special indirect or consequential damages.
- 8.5 **Delays.** BusComm's obligations hereunder are subject to delays caused by labor difficulties, fires, casualties and accidents; acts of the elements; acts of public enemy; transportation difficulties; inability to obtain equipment, materials or qualified labor sufficient to fill its orders; government interference or regulations and other causes beyond BusComm's control.
- 8.6 **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the Parties for the same Support, and constitutes the entire Agreement between the Parties. Neither Purchaser nor BusComm shall be entitled to benefits other than those specifically enumerated herein.

- 8.7 **Governing Law.** This Agreement shall be construed and governed by the laws of the state of Missouri. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within Jefferson County in the state of Missouri.
- 8.8 **Indemnification.** Each Party agrees to indemnify and hold the other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from: (i) any negligent or willful act or omission of the Party, its agents, or employees; (ii) breach of this Agreement or (iii) violation of a Law. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This section 8.9 shall survive the expiration or earlier termination of this Agreement.
- 8.9 **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- 8.10 **Third-Party Rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third-party under this Agreement and there are no third-party beneficiaries to this Agreement.
- 8.11 **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

*[Signature Page Follows]*

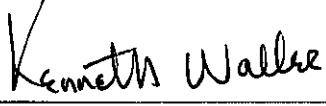
WHEREOF, a duly authorized officer and representative of Purchaser and BusComm have executed this Agreement on the date as indicated below.

**BUSCOMM:**

By:   
Name: Jennifer Smith  
Title: CFO/COO  
**BusComm Incorporated**

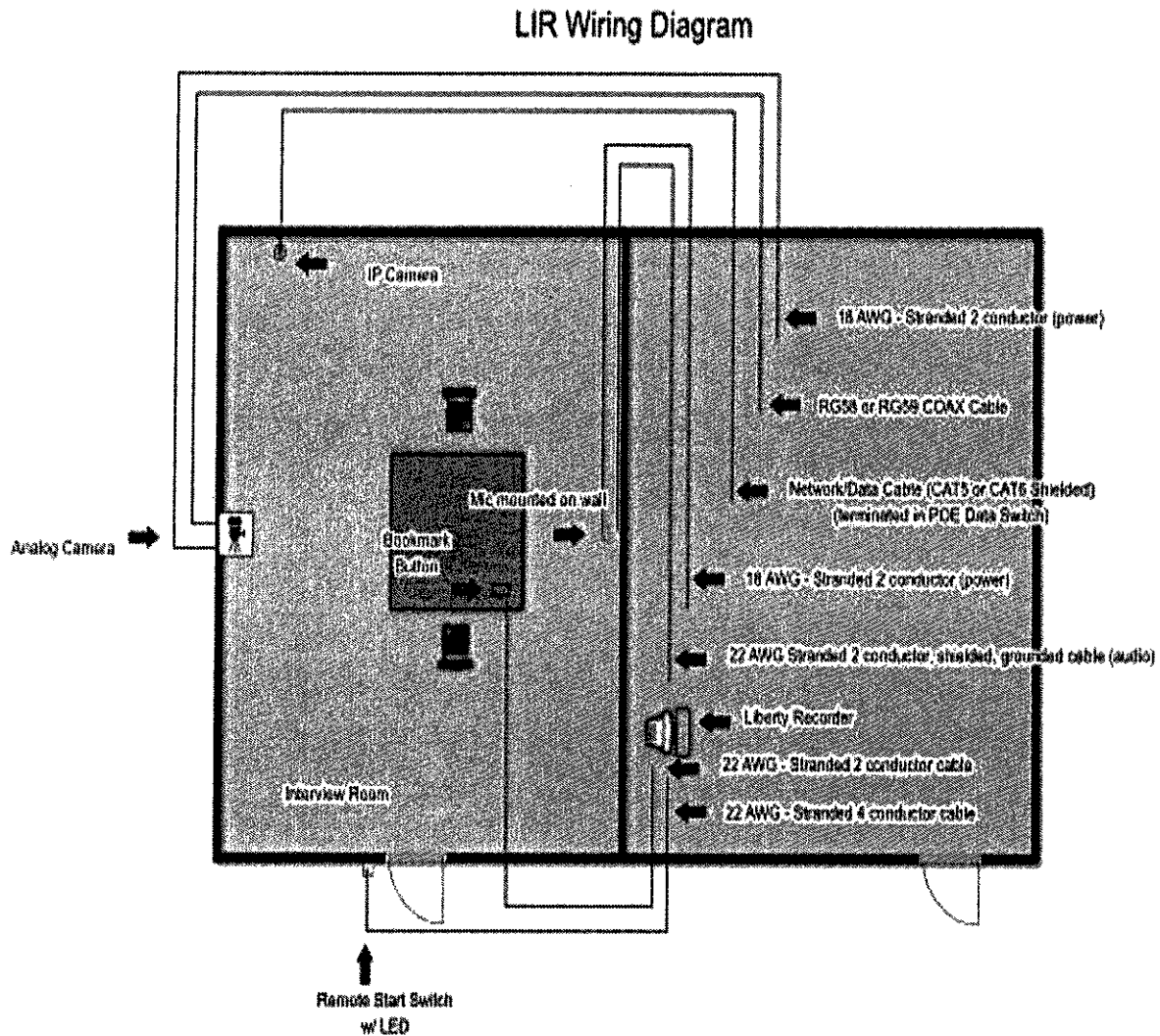
Date: 10/24/18

**PURCHASER:**

By:   
Name: KENNETH WALKER  
Title: COUNTY EXECUTIVE

Date: 11-15-2018

Liberty Interview Recorder Sample Wiring Diagram



\*All cabling to be terminated near Liberty Recorder



**BusComm**  
INCORPORATED

## Customer Requirements

BusComm Incorporated will terminate/install/mount all components included in the proposal. The quoted price assumes ready access to the Customer's facility. The Customer may be responsible for additional installation charges if it does not make the facility available to complete the installation in the timeframe quoted, does not provide equipment per the product specifications, and/or does not provide the items (if applicable) noted below. The installation and training price includes all travel expenses.

Unless specifically noted on the Sales Agreement, the Customer will be responsible for providing:

### 1. All Computers and Laptops: -

- Prior to the Liberty hardware and software installation, all computers must be configured as per the product specifications. Please advise us of the model and configuration of the computers so that we can verify suitability prior to delivery. **NOT NEEDED – PROPOSED SOLUTION INCLUDES RECORDING PC.**
- All PC/LAN connections and cabling. **STANDARD CAT5/CAT6 CABLE/CONNECTION TO JEFFERSON COUNTY SHERIFF LAN. NETWORK DROP LOCATED IN DETECTIVE BUREAU OFFICE**
- PC Speakers, power supply and cables for PC sound card-based playback of the audio.

### 2. Cabling Specifications/Requirements:

#### • Remote Start Switches (LR-101): - NOT NEEDED

- Requires a 4 conductor cable (22 AWG stranded) from switch location to recording PC (LIR).
- Requires 1 single gang box to mount the switch.

#### • Mimo Control Tablet: - SEE BELOW

- Requires a network/data cable (CAT 5 or CAT 6) from tablet location (**OUTSIDE INTERVIEW ROOM**) to PoE Data Switch (**DETECTIVE BUREAU OFFICE**).
- Requires single gang box to mount the tablet (**OUTSIDE INTERVIEW ROOM**).
- Mimo Tablet Dimensions - 9.92" (252mm) x 7" (178mm) x .94" (22mm).



**BusComm**  
INCORPORATED

## Customer Requirements

### •Recording Indicator Light (iBoot and Sandies Light): - NOT NEEDED

- Requires a 2 conductor cable (18 AWG stranded) from each iBoot device to recording light location.
- Requires 1 single gang box at light location (depending on record indicator used and location).
- iBoot Device requires 110VAC power and network/data cable (CAT5 or CAT6) from iBoot location to Data Switch (does not require PoE).
- Recording Indicator Light Dimensions - Height - 12"; Width - 3 1/8"; Depth - 3 1/8". Mounting hole is 3/4" from end of light.

### •Bookmark Buttons: - NOT NEEDED

- Requires a 2 conductor cable (22 AWG stranded) from button location to recording PC (LIR).

### •Analog Cameras: - NOT NEEDED

- Each camera requires a 2 conductor cable (18 AWG stranded) from camera to power supply.
- Each camera also requires RG58 or RG59 COAX cable from camera to recording PC (LIR).

### •IP Cameras: - SEE BELOW

- Each IP camera requires network/data cable (CAT5 or CAT6) from camera (**IN INTERVIEW ROOM**) to PoE Data Switch (**DETECTIVE BUREAU OFFICE**).



**BusComm**  
INCORPORATED

**Customer Requirements**

• **Microphones: - SEE BELOW**

- Requires 22 AWG stranded – 2 conductor, shielded, grounded cable from mic to recording PC (LIR). (If used with IP dome camera, cable to be run from Mic to IP camera and not back to LIR). – **NOT NEEDED. INCLUDED IN PROPOSAL**
- Requires a 2 conductor cable for power (18 AWG stranded) from mic (**IN INTERVIEW ROOM**) to power supply – **DETECTIVE BUREAU OFFICE**.
- Requires 1 single gang box to mount the mic – **IN INTERVIEW ROOM**.

	Responsible for task	Action Item	Status	Completed	Resolution
1	Customer	Verify workstations meet specs			
2	Customer	Provide internet access on server and open ports 80 and 443 for remote support ScreenConnect - 68.188.65.142 Bongar - 68.188.65.139			
3	Customer	Provide space/determine location of LIR Workstation			
4	Customer	Provide Anti-Virus software			
5	Customer	Electrical power/outlets/UPS (recorder, monitor, NAS, PoE Switch, Power Supply, etc....)			
6	BusComm	Provide cabling requirements			
7	BusComm	Provide workstation specs			
8	Customer	Network drop for PoE switch			
9	Customer	Provide list of workstations to install client software on			
10	Customer	Provide list of users/DSN's to be programmed on Mimo Tablets			
11	Customer	Cabling - LIR, NAS, PoE Switch, IP Cameras, Mimo Tablets, Remote Start switches, Bookmark buttons, iBoot devices			
12	Customer	Join LIR Workstation to domain			
13	Customer	Create domain user with local admin rights on LIR Workstation			
14	BusComm/Customer	Assign Static IP addresses to LIR Workstation, NAS, and IP Cameras, Mimo Tablets, iBoot Devices			
15	BusComm/Customer	Install client software on workstations			
16	Customer	Terminate data cables			
17	BusComm	Install LIR Workstation			
18	BusComm	Terminate remote start switch cabling, mics, cameras, bookmark buttons			
19	BusComm/Customer	Coordinate Installation date			
20	BusComm/Customer	Schedule Training			
21	BusComm	Create recorder configuration backup - store locally and at BusComm			
22	BusComm	Create client workstation backup - store locally and at BusComm			
23					





BUSCINC-01

SPUKAS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2018

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

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

<b>PRODUCER</b> The Daniel and Henry Co. 1001 Highlands Plaza Drive West Suite 500 Saint Louis, MO 63110	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (314) 421-1525	<b>FAX (A/C, No):</b> (314) 444-1990
	<b>E-MAIL ADDRESS:</b> info@danielandhenry.com	
<b>INSURED</b>  BusComm, Inc. 11696 Lilburn Park Road St. Louis, MO 63146	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Citizens Insurance Company of America	<b>NAIC #</b> 31534
	<b>INSURER B:</b> Allmerica Financial Benefit Insurance Company	<b>NAIC #</b> 41840
	<b>INSURER C:</b> Hanover American Insurance Company	<b>NAIC #</b> 36064
	<b>INSURER D:</b> Beazley Insurance Company Inc	<b>NAIC #</b> 37540
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		OBKA52221001	01/08/2018	01/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWKA52215401	01/08/2018	01/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$		OBKA52221001	01/08/2018	01/08/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WZKA52218402	01/08/2018	01/08/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions		W2312B180101	05/11/2018	05/11/2019	Limit of Liability 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson County Sheriff  
PO Box 100  
510 First Street  
Hillsboro, MO 63050

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

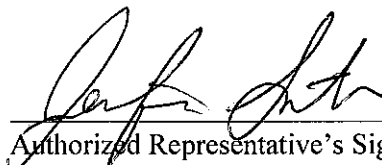
AUTHORIZED REPRESENTATIVE

# BusComm INCORPORATED

Innovators in  
Business Communications

Comes now Jennifer Smith as CFO/COO first being duly sworn on my oath, affirm Bus Comm Incorporated does not own any real or personal property in Jefferson County, Missouri.

*In Affirmation thereof, the facts stated above are true and correct.*

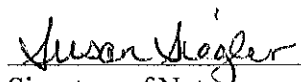
  
Authorized Representative's Signature  
CFO/COO  
Title

Jennifer Smith  
Printed Name  
August 10, 2018  
Date

Subscribed and sworn to before me this 10<sup>th</sup> of August, 2018. I am  
(DAY) (MONTH, YEAR)

Commissioned as a notary public within the County of St. Charles, State of  
(NAME OF COUNTY)

Missouri, and my commission expires on January 25, 2021.  
(NAME OF STATE) (DATE)

  
Signature of Notary

August 10, 2018  
Date



SUSAN SIEGLER  
My Commission Expires  
January 25, 2021  
St. Charles County  
Commission #17834570

Company ID Number: 165856

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer BusComm Incorporated**

**Jennifer Smith**

Name (Please type or print)

Title

*Electronically Signed*

11/20/2008

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

11/20/2008

Signature

Date