

BILL NO.: 19-0707

ORDINANCE NO.: 19-

-0316

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR JAIL CAMERA SYSTEM 2019; AND AUTHORIZATION FOR**
5 **THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS**
6 **OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 **BID NAME**

12 Jail Camera System 2019

13 **NUMBER OF BIDS RECEIVED**

14

15 DATE OF BID OPENING

16 4-30-2019

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

FILED

III 12 2019

KEN WALLER
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 Kopp Security LLC, dba Security 101-
5 St. Louis for a one-time purchase and for an extended maintenance agreement upon
6 approval by the County Council and County Executive for **up to \$47,403.48 for one-time**
7 **purchase, for total amount not to exceed 47,403.48**, 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 lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 **BID NAME**

14 Jail Camera System 2019

15 **TERM**

16 for a one-time purchase and an extended maintenance agreement
17 Upon approval by the County Council and County Executive

18 **AMOUNT**

19 **Up to 47,403.48 for one-time purchase,**

20 **for total amount not to exceed 47,403.48 for one-time purchase,**
21 subject to budgetary limitations

22 **AWARDED BIDDER**

Kopp Security LLC, dba Security 101- St. Louis

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

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

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

Council Member District 1, Brian Haskins

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, Tracey Perry

Yes

Council Member District 6, Daniel Stallman

Yes

Council Member District 7, James Terry

Yes

THE ABOVE BILL ON THIS 8th DAY OF July, 2019:

✓ PASSED FAILED



Charles Groeteke, County Council Chair

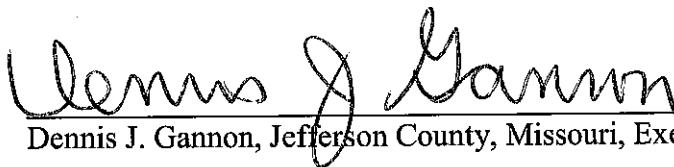


Pat Schlette

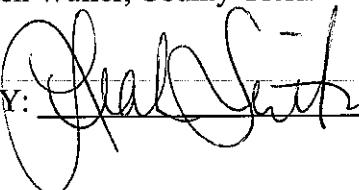
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11th DAY OF July, 2019.

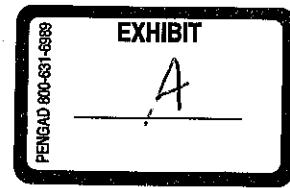
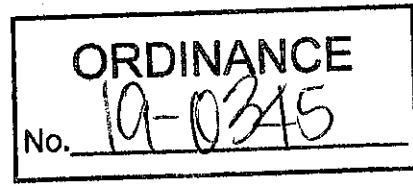
THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.


Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:


Ken Waller, County Clerk
BY: 

Reading Date: 07-08-2019



JAIL CAMERA SYSTEM 2019 RFP RESPONSE

Proposal No.: 112029.0 V4
PM Approved

Prepared for:
Jefferson County
Department of
Administrative Services
729 Maple Street
Hillsboro, MO 63050



Gary Kopp
2 CityPlace Dr., 2nd Floor
St. Louis, MO 63141
(314) 406-8704
gary.kopp@security101.com



Security 101 - St. Louis
2 CityPlace Dr., 2nd Floor
Phone: 314-257-00411
Website:
www.Security101.com

Monday, July 1, 2019

Jefferson County Department of Administrative Services
729 Maple Street
Hillsboro, MO 63050

Dear Ms. Pratt and Team,

Thank you for allowing Security 101 the opportunity to present this RFP response for your consideration. This proposal is based on your RFP request, our vendor meeting visit, and communication with you regarding the RFP. We appreciate your prompt replies to the questions we have asked.

Our proposed solution to your needs is based on Genetec's Security Center video management system, Omnicast. Across our over 40 offices in the U.S. we, as well as other integrators, have implemented Omnicast for other jails and detention facilities and are confident it is a good fit for your stated current needs, and will provide a platform for future growth. One potential area for growth is with Genetec's Synergis access control system, which could provide a single vendor solution for both your video and access control needs. We will review the requirements in your Jail Security Controls RFP #19-0047 to determine if that is an appropriate solution for our response.

Security 101 has certified technicians for this proposed solution. We have an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements. Our engineering and project management staffs have been involved in the creation of this proposal so that we can move easily from the proposal to implementation phase with no surprises or delays.

Upon completion of the installation, our service department staff will be ready to provide you with prompt service. Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Sincerely,

Gary Kopp
Owner
Gary.Kopp@security101.com
Cell Phone: 314-406-8704

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1. Solution Overview

To meet the needs stated in your RFP we propose a solution based on Genetec's Security Center video management application module, Omnicast. Omnicast will run on a Genetec appliance, providing a single vendor solution for hardware and software which improves reliability, support and issue resolution. Genetec encoders will be used to support up to 86 existing analog cameras, which can be replaced with digital IP cameras in the future along with the addition of IP switch ports as needed.

Nine new Hanwha IP digital cameras are proposed to meet the new camera need. This camera exceeds the specifications of the current Bosch cameras, and we can show you sample live views and recording at your site if desired to ensure that it meets your needs before selection and/or ordering.

Existing components are used as much as possible to reduce the cost of this phase, including:

- (4) Video Controller Bosch VIPX1600B – with a Genetec encoder added for the remaining ports
- (1) Video Switch Allegiant Video Matrix (Bosch)
- (1) Switch D-Link DGS 1016D (16 ports) – to support the 9 new IP cameras if ports are available, and if not we will provide a new one at no additional cost to this proposal.
- (4) Video Multiplexer Bosch UML 190-90
- (5) Monitors: (1) Samsung 60", (3) Dynex 40", (1) Samsung 40"

One of the two PSU/UPS pairs below:

- (2) Power Supply Altronix SMP10C12X
- (1) UPS APC Smart UPS X 1500
- (1) Power Supply Altronix R2432600ULCB
- (1) UPS Eaton – Powerware

Descriptions and pricing for the proposed services are listed here, with total pricing noted on your RFP document included with this response.

Proposed Equipment

Quantity	Mfg. Part#	Description	Unit Price	Extended Price	RFP Price
1	SV-2010E-R4-24T-8-110	Genetec Streamvault 2000E Appliance - 1U 4 BAY, Xeon SILVER 4110, (2) 240GB M.2 SSD, 16GB RAM, (3) 8TB, Raid, Windows Server 2016, (2) 1GbE, Matrox G200-VGA, RAID 5,6,10, (2) 550W PS, Genetec Security Center pre-installed. License sold separately.	\$ 10,881.00	\$ 10,881.00	\$ 7,301.15
95	ADV-CAM-P-1Y	Genetec 2122 Advantage for 1 Omnicast Pro Camera 1 year, includes release upgrades and phone support, discounts available for multiple years (20% discount for 5 year commitment)	\$ 49.00	\$ 4,655.00	\$ 3,477.00
1	GCS-Om-P	GSC Omnicast Professional Package which includes: Archiving support, Media Router, Audio, Camera Sequences, Time Zone, Edge recording and trickling, 1 Keyboard connection, Max. 100 cameras, Max. 10 clients, Max. 20 Archiver	\$ 1,285.38	\$ 1,285.38	\$ 757.62
9	GSC-Om-P-1C	1 camera connection Omnicast Professional	\$ 281.75	\$ 2,535.75	\$ 1,383.48
86	GSC-OM-P-1PAC	1 analog camera connection (compatible with Bosch VIPX16 XFE)	\$ 196.00	\$ 16,856.00	\$ 9,232.96
6	GSC-SAP-VZ4699	Bosch Encoder with 16 Analog Licenses (Replaces GSC-SAP-VIPX16XF)	\$ 2,621.34	\$ 15,728.04	\$ 10,964.70
9	XNV-L6080R	Hanwha Wisenet X powered by Wisenet 5 network outdoor vandal dome camera, 2MP, Full HD(1080p) @60fps, motorized vari-focal lens 3.1x (3.2~10mm) (109°~33.2), triple codec H.265/H.264/MJPEG with WiseStream II technology, 120dB WDR, USB port for easy installation, high powered IR LEDs range of 98.43', true D/N, single SD card, hallway view, HLC, defog detection, DIS, PoE, IP66, IK10, -40C ~ +55C (-40F ~ +131F).	\$ 728.44	\$ 6,555.96	\$ 4,570.43
5	5020-201	Axis T8312 Keypad - Professional 22 button keypad for quick navigation between workspaces, camera views and PTZ. This is not required to operate a PTZ with Genetec Omnicast, but is included since requested	\$ 563.48	\$ 2,817.40	\$ 1,964.14
		Subtotals		\$ 61,314.53	\$ 39,651.48
		Tax			\$ 3,393.98
		Shipping			\$ 952.00
		Total			\$ 43,997.46

Hours		Standard	Standard	RFP
		Hourly Rate	Total	Total
80	All required services, including: Installation, programming, testing, training, engineering, project management and clean up	\$ 125.00	\$ 10,000.00	\$ 6,800.00

Existing equipment that will continue to be used:

Quantity	Mfg. Part#	Description
4	VIPX1600B	Bosch Video Controller – supports 16 ports, with a Genetec encoder added for the remaining 70 ports
1		Video Switch Allegiant Video Matrix (Bosch)
1	DGS 1016D	D-Link 16 Port Switch – to support the 9 new IP cameras if ports are available, and if not we will provide a new one at no additional cost to this proposal.
4	UML 190-90	Bosch Video Multiplexer
		<i>Monitors:</i>
1		Samsung 60"
3		Dynex 40"
1		Samsung 40"
		<i>One of the two PSU/UPS pairs below:</i>
2		Power Supply Altronix SMP10C12X
1		UPS APC Smart UPS X 1500
1		Power Supply Altronix R2432600ULCB
1		UPS Eaton – Powerware

Existing PC workstations can be used as long as they meet these minimum hardware requirements for Security Center 5.7:

Client profile	Client characteristics	Recommended	High performance Video intensive configuration
Minimum		Recommended	High performance Video intensive configuration
<ul style="list-style-type: none"> • Intel Core™ 2 X6800 @ 2.93 GHz • 2 GB of RAM or better • 80 GB hard drive for OS and Security Center applications • 256 MB PCI-Express x16 video card • 1280 x 1024 or higher screen resolution with 96 dpi • 100 Mbps Ethernet network interface card 	<ul style="list-style-type: none"> • 4th Generation Intel Core™ i7-4770 or better • 8 GB of RAM or better • 64-bit operating system • 120 GB Solid State Drive for OS and Security Center applications • GbE network interface card • NVIDIA QUADRO K620 2 GB video card 	<ul style="list-style-type: none"> • 4th Generation Intel Core™ i7-4770 or better • 16 GB of RAM or better • 64-bit operating system • 240 GB Solid State Drive for OS and Security Center applications • GbE network interface card • 1x NVIDIA GeForce GTX 1060 6 GB video card 	
GPU considerations			
<ul style="list-style-type: none"> • Minimum of 2 GB of video RAM recommended. • If your Intel processors support Intel Quick Sync Video, then this technology can also be used provided the monitor is plugged into the motherboard. Laptops can also use Quick Sync Video. • Two or more graphic cards can be used to support different monitors individually. To have the video decoding done on the card, at least one monitor must be connected to each card. • NVIDIA SLI™ bridge not supported. • The decoding of H.265 HEVC video can be accelerated using an NVIDIA GeForce GTX 1060, GTX 1070, or GTX 1080 video card. 			

Notes:

- 1) Wiring for new cameras is not included and additional costs for that labor and material and be provided after inspection of the locations and confirmation of distances from the server.
- 2) All products include a minimum 1 year warranty on products and labor. Extended warranties and service plans are available on request.
- 3) 1 year of Genetec Advantage maintenance and support is included, additional years can be included as noted above.
- 4) The following equipment will continue to be used as part of this solution:
- 5) A dedicated circuit is recommended for the CCTV system, but not included.
- 6) Current and future lighting requirements are the responsibility of others.
- 7) Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Server Storage Calculation

The following storage calculation is based on the 86 current analog cameras and 9 new IP cameras with 7/24 recording and 30% recording motion only.

Resolution	Compression	FPS	Days	Cameras	Recording %	Bandwidth, Mbit/s	Disk Space, GB	Comment
640x480 (VGA)	H.264-15 (High Quality)	10	30	20	100	6.23	2017.2	20 Cameras w/ audio
640x480 (VGA)	H.264-15 (High Quality)	10	30	10	100	3.11	302.6	10 Cameras w/ audio
640x480 (VGA)	H.264-15 (High Quality)	10	30	19	20	5.91	574.9	19 Cameras encoded
640x480 (VGA)	H.264-15 (High Quality)	10	30	37	100	11.52	3731.8	37 Cameras encoded
1920x1080 (Full HD)	H.264-15 (High Quality)	10	30	3	30	6.39	1621.1	3 1080p Cameras
1920x1080 (Full HD)	H.264-15 (High Quality)	10	30	6	100	12.78	4140.6	6 1080p Cameras

BCDV
VIDEO™
POWERED BY JVCG.COM

Total FPS	Disk space GB	Bandwidth, Mbit/s
250	11388.2	45.34

References

Jail and detention customers of Security 101 that use the proposed Genetec Omnicast video management system include:

- 1) Baldwin County System
Contact: Adam Scarborough 251-228-1750, ASCARBOROUGH@baldwincountyal.gov
200 Courthouse Square Bay Minette AL 36507
At the county jail: 200 Cameras in County
At the courthouse: 400 Cameras and 150 Access Doors
At the juvenile detention center: 150 Cameras and 100 Access Doors
- 2) City of Foley, AL
Contact: Jessica Middleton, (251) 943-1545, jmiddleton@cityoffoley.org
150 Cameras used across the Jail and City Parks
- 3) City of Fairhope, AL
Contact: Jeff Montgomery, 251-928-2136, jeff.montgomery@cofairhope.com
Cameras and Access Control for the City, Jail, and Parks

Additional jail customers for which contacts can be provided upon request include:

Williamson County Jail, Texas	Uses Genetec Omnicast for video surveillance
Hillsborough County Jail, Florida	Uses Genetec Omnicast for video surveillance with little ongoing services needed

Executable Agreement**ACCEPTANCE**

For products and services listed in Proposal #112029.0, Jail Camera System 2019 RFP Response, dated Tuesday April 30, 2019. The Terms and Conditions for this agreement follow.

Professional Services	\$ 6,800.00
Equipment and Licenses	\$ 39,651.48
Tax	\$ 0
Shipping	\$ 952.00
Total	<u>\$ 47,403.48</u>

Jefferson County - Dept of Admin Services


Dennis J. Gannon

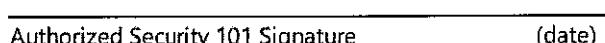
(date) 7/11/19

Authorized Customer Signature

Printed Name

Title

Security 101 - St. Louis


Dennis J. Gannon

(date)

Printed Name

Title

Purchase Order Number

2. Terms and Conditions

Limited Warranty; Exclusions and Disclaimers

THIS INSTALLATION AND SERVICES AGREEMENT (this "Agreement") is made and entered into effective as of the date of Date of Acceptance by and between Kopp Security LLC, a limited liability company doing business as Security 101 – St. Louis ("Security 101"), and the undersigned Client (the "Client"), as set forth on the signature page below. This Agreement consists solely of the following documents, all of which are attached hereto and incorporated herein: (1) General System Description; (2) Specifications; (3) these Terms and Conditions; and (4) Financial Summary. There are no terms and conditions applicable to the subject matter hereof that are not expressly set forth in this Agreement, and this Agreement shall be the agreement of the parties with respect to its subject matter notwithstanding any contrary provisions contained in any purchase orders or like documents submitted by the Client.

Scope of Work

1. The Scope of Work contemplated by this Agreement is as set forth in Proposal No. 112029.0. The Scope of Work may not be modified except pursuant to a written agreement signed by authorized representatives of each of Security 101 and Client. Oral modifications or alleged oral modification of the Scope of Work shall not be binding on Security 101 unless they are reduced to a writing signed by an authorized representative of Security 101.

Fees; Payment

2. The amounts payable for the Equipment and Services contemplated hereby, and the payment term therefore, are as set forth in Proposal No. 112029.0. All amounts payable hereunder shall be paid in cash or immediately available funds to Security 101 on the date when due. Any amounts not paid when due shall accrue interest at the highest rate permissible under Missouri law, from the date due until paid in full, with payments being applied first to accrued interest and then unpaid principal of the past due amount. Acceptance of partial payment by Security 101 shall not constitute a release or discharge of Client's obligation to pay the full amount due and owing, notwithstanding any contrary language included with the transmission of payment. Under no circumstances may Client make payments directly to any subcontractor, material or equipment supplier, laborer or other person performing the Work or furnishing materials or equipment under this Agreement.

Limited Warranty; Exclusions and Disclaimers

3. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants that all Equipment furnished by Security 101 pursuant to this Agreement (the "Equipment") shall operate in accordance with its intended use for a period of twelve (12) months from the date of substantial completion of the installation contemplated by this Agreement; and (II) for a period of twelve (12) months from the date of substantial completion of the installation contemplated by this Agreement, the services to be performed by Security 101 in connection with this Agreement (the "Work") shall be performed in a good and workmanlike manner ((i) and/or (ii) as applicable, the 'Warranty Period'). Notwithstanding the foregoing or any other provision of this Agreement, Security 101 makes no warranty as to, and there is specifically excluded from the foregoing warranty, any and all expendable supplies, equipment and parts, or any portions of the Work or Equipment which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or third party or altered, modified, or manipulated in any manner by Client or a third party. As the sole and exclusive remedy for any breach of the foregoing warranties, the Equipment shall, at the option of Security 101, either be repaired or replaced, and/or the Work shall be repaired or remedied by Security 101 so as to satisfy the foregoing warranty. Any shipping charges in connection with a repair or replacement shall be the responsibility of Client.

4. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. NOTWITHSTANDING THE FOREGOING WARRANTIES AND ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

6. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

7. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

8. Notwithstanding the foregoing provisions of this Section if for any reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or if a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 for damages under the Agreement, , shall be limited to a sum equal to one third of the total price paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly , from performance or failure of performance of the Work, from breach of warranty, or from the recklessness or gross negligence, of Security 101 .

Indemnification

9. When Customer, in the normal course of its business, has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims, including the actions or failure to act by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether such claims are or may be based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify, save, defend and hold harmless Security 101 where such loss or damage is found by a court of competent jurisdiction to have been proximately caused by the recklessness, gross negligence or willful misconduct of Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, and costs.

Design Development, Programming, Drawings, Ownership, and Software License(s)

10. Design Development. Customer acknowledges that Security 101 has developed or will develop the design and specifications for the Work in reliance on information and statements of requirements, including but not limited to RFP #19-0047, provided by Customer. Customer has had the opportunity to review the proposal submitted by Security 101 in response to RFP#19-0047 and will have the opportunity to review and inspect the Work during the installation and construction of the Security system described herein. Security 101 is under no obligation to test or verify the integrity of the information submitted by Customer in RFP#19-0047 and otherwise, and no verification or other warranty of any such information is intended or implied herein. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the information and requirements submitted by Customer shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer unless such alleged defect or failure shall have been found by a court of competent jurisdiction to be nonconforming to the information and specifications submitted by Customer..

11. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (a) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (b) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

12. Drawings:

- (a) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
- (b) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

13. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101 ; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101 . Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

14. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

15. The terms and conditions of this Agreement shall apply to the Services and Equipment contemplated hereunder, notwithstanding any contrary terms contained in Client's purchase order or like document. By transmitting any purchase order or like document to Security 101 in connection herewith, Client agrees that the terms and conditions of this Agreement shall take precedence over any terms and conditions contained in Client's purchase order or like document.

Additional Terms & Conditions

Installation

1. All required installation documents are included.
2. Installation of all required equipment and materials with on-site supervision of project is included.
3. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
4. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
5. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
6. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
7. Client to provide and coordinate 110 VAC electrical service where needed.
8. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
9. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

10. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

11. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

12. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
13. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
14. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

15. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Video System Terms & Conditions

16. A dedicated circuit is recommended for the CCTV system, but not included.
17. Current and future lighting requirements are the responsibility of others.
18. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

3. Product Documentation

This section includes an overview of the proposed Genetec application and other product brochures.

Genetec Security Center

Security Center Omnicast is a video management system that gives you the means to effectively protect your people and assets. Beyond capturing reliable and usable evidence, it lets you see and understand your environment. It's one of the core systems of Genetec Security Center, our unified security platform.

Whether you're looking after one site or overseeing operations in multiple places, Omnicast is open, flexible, and scalable. It supports the cameras of your choice and operates seamlessly over your network. Intelligent streaming and bandwidth optimization bring down networking and storage costs.

With an uninterrupted view of camera feeds and security alarms, Omnicast allows operators to rapidly assess and respond to situations. It gives them powerful search and reporting tools so they can tackle investigations faster, whether it's from their desk or on mobile devices, relieving the burden on your people and network.

Evolves with your organization

Omnicast has a flexible and open architecture that adapts to your organization as your demands and business change. It scales to work for any organization – from very small businesses to very large enterprises – offering certainty that your video system will keep pace as conditions evolve.

A single, unified platform

When you unify your security systems with Security Center, you use just one interface for video, access control, and automatic license plate recognition (ALPR). Work smarter as you spend less time jumping between applications. Navigate facilities and oversee cameras and other devices using interactive maps. And achieve more as you tie video to SIP communications and intrusion detection.

See it all

Through Federation™, monitor multiple remote systems and sites as if they were part of a single virtual system. Access your video surveillance system from any location, at any time. Record video and share it across your organization. Control cameras, monitor alarms, and track access control and vehicle activity, to provide a common operational picture of your situation.

Available when you need it most

Count on live and recorded video being accessible when you need it most. Experience uninterrupted access to your video even if you lose connectivity to your server. With built-in failover and redundancy, Omnicast protects your recordings from network failure and physical damage. Health monitoring notifications give you real-time updates on system health and uptime, so you are always aware.

Fits with any hardware

Security Center Omnicast naturally fits with any hardware and supports thousands of industry-leading cameras, encoders, storage equipment, and sensors of your choice. So you're up and running in less time, adopt Genetec's security appliances pre-loaded with Omnicast software. Fully tested and validated, they lessen your risk over time while performing optimally.

At home on your network

Omnicast eases into your network; so much so you almost won't know it's there until you need it most. Backed by 20 years' experience, our next generation video engine – with its intelligent streaming and bandwidth management – overcomes network overload encountered by less sophisticated solutions.

Quotes from Genetec Customers

"This system is very much designed so that the entire building can be managed by this very small team and that meant we needed an intelligent solution with proactive detection and reporting capabilities."

- Brisbane City Hall

"Unlike the old analog system where we had to connect to individual DVRs to find video, all of our cameras are right there in a pool. We can search by dates and times, and fast-forward and rewind with the click of a mouse; all of it is smooth and easy."

- Homemakers Furniture

Genetec Overview

Omnicast is one of the core systems of Security Center, our comprehensive security platform. Along with access control and automatic license plate recognition (ALPR) – as well as optional Genetec modules and partner add-ons – it forms a unified system that offers enhanced intelligence, security, and operations.

Core Systems**Security Center Omnicast**

A video management system that uniquely addresses your organization's video security and privacy needs. Efficiently manage and monitor HD video, and choose from an ever-growing range of industry-leading cameras.

Security Center Synergis

An access control system that lets you manage the flow of people coming into your buildings. It secures your organization, simplifies your operations, and ensures you are not locked into a proprietary solution.

Security Center AutoVu

An automatic license plate recognition system. It makes it easier for commercial and municipal organizations to enforce parking, optimize traffic flow, and identify and track vehicles of interest.

Optional Modules

Plan Manager offers interactive and graphical mapping, allowing you to visualize and manage security environments. Dynamically navigate through facilities and oversee a greater number of

cameras and doors. It provides complete and real-time coverage for both small and large multi-site environments.

Sipelia Communications Management enables SIP- based communications between operators and intercom devices. When unified in Security Center, intercom communications are linked to your security applications, significantly improving your security team's awareness and facilitating collaboration.

Security Center Mobile gives you remote access to Security Center through a suite of mobile apps. View live or recorded video, control remote cameras, and review access-control events and system alarms.

Security Center Web Client allows you to take control of your security system from anywhere you can use a web browser. Monitor cameras, search for and review access control events and system alarms, export video, and manage cardholders and visitors.

Built-in Key Features

Security Center Federation provides centralized monitoring, reporting, and alarm management across multiple remote sites and locations, streamlining your global security.

Global Cardholder Management lets you easily synchronize cardholders across different locations. You issue one card that accesses across multiple sites, reducing cost and effort at the same time.

Intrusion Panel Integration allows you to monitor intrusion status and alarms alongside video and access control, as well as eliminate false alarms and associated costs.

Failover offers continuous server access that can tolerate hardware failures without any system interruption.

Threat Level Management lets you quickly change the behavior of your system in response to changing security conditions.

Cloud Archives gives you the capacity to store video recordings in the cloud.

Active Directory Integration synchronizes Windows accounts with Security Center administrator and cardholder accounts, so you save valuable time and eliminate human error.

SDK Integration Tools allow you to augment Security Center by integrating new devices, capabilities, and custom functionality.

Partner Add-ons

Visualization: *video walls, dashboards, AutoCAD*

Get an intelligent, structured view of your security environment. See the big picture with video walls that display more video, images, and data. And, with seamless integration to Security Center, overall situational awareness is enhanced.

Identification: *face recognition, biometrics, ID scanning*

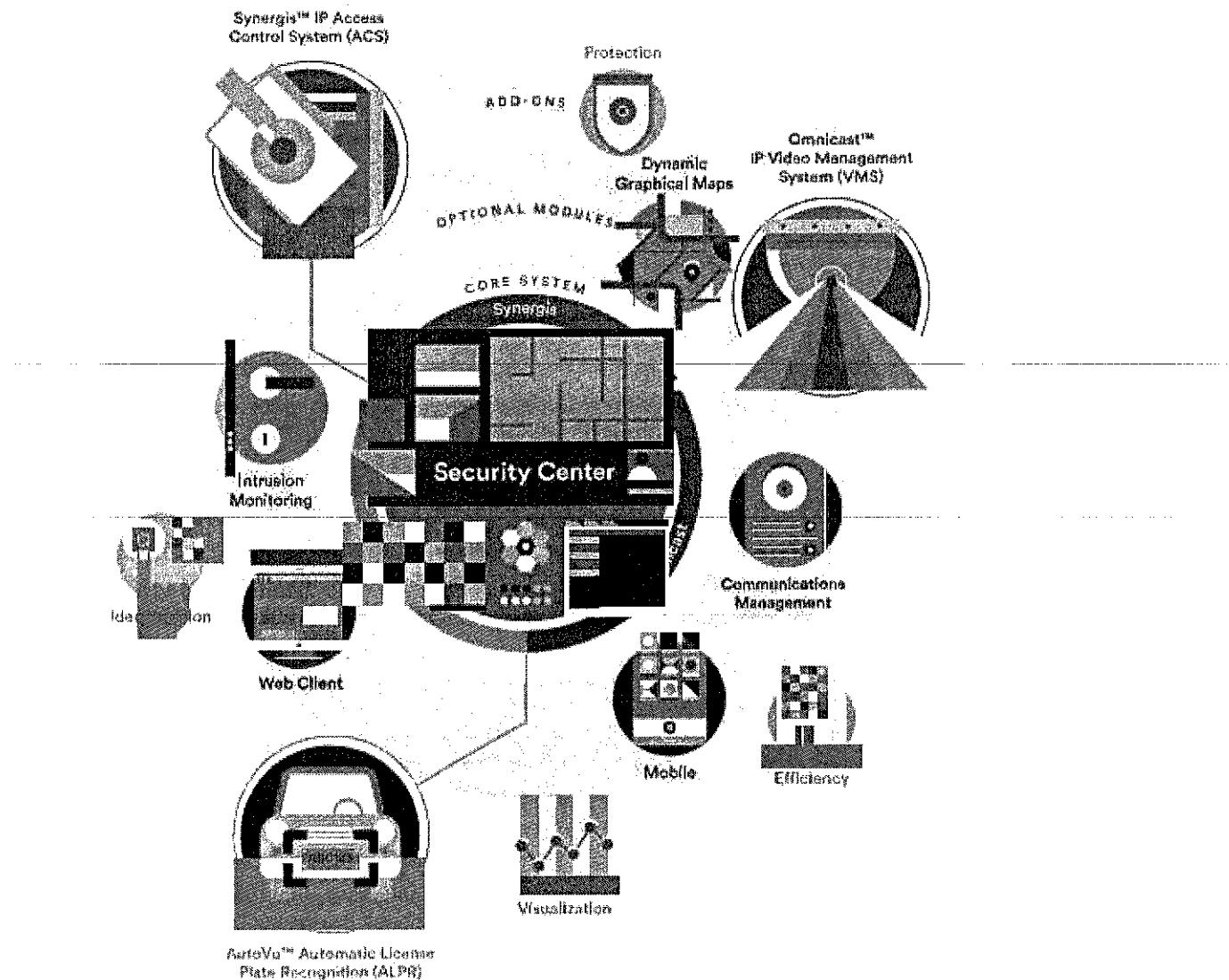
When an access card isn't enough, control entry with seamless, non-intrusive and secure biometric credentials. Identify people through facial recognition technology and use multi-factor authentication to increase security.

Protection: *intrusion, gunshot and perimeter detection, asset management*

Make use of various sensors to improve your monitoring and decision making. Integrate video and audio analytics to automate detection and benefit from smarter forensics investigations. And augment physical security with video analytics to protect your perimeter, while ensuring personal privacy.

Efficiency: *building automation, parking systems, destination management*

Integrate building automation and intelligent parking systems to Security Center. Manage all elevator traffic from your security platform, giving you more control and visibility of building activity.



4. RFP Response

Your completed RFP document follows.

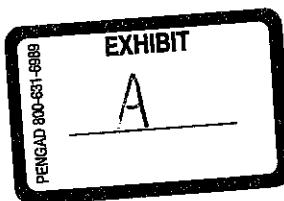


Requested Documents

Our Certificate of Insurance and Affidavit stating we own no real or personal property in Jefferson County follow.



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



BID #: 19-0040

Request for Proposal: JAIL CAMERA SYSTEM 2019

Date Issued: 3-29-2019

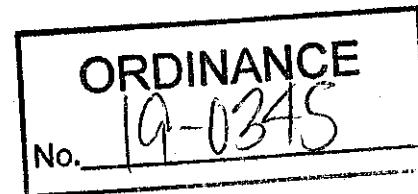
PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, APRIL 30, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

LT. COL. TIM WHITNEY
Jefferson County Sheriff's Office
636-797-5528
twhitney@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:

**FIVE-YEAR CONTRACT
WITH A ONE YEAR
RENEWAL OPTION
UPON APPROVAL OF 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.

KOOP Security LLC Gary Koop
Company Name dba Security 101-St. Louis Authorized Agent (Print)

2 CityPlace Drive, 2nd Fl. Gary Koop
Address Signature

St. Louis, MO 63141 Owner
City/State/Zip Code Title
FBI # 83-1719029

314-257-0411 4-30-19 MOTAX ID #
Telephone # Date 25501079 Tax ID #

GARY.KOOP@SECURITY101.COM Fax #
E-mail Signature

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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: JK"

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).

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. (X)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. (X)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. (X)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.jeffccomo.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.devenetwedge.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. COL. TIM WHITNEY – JEFFERSON COUNTY SHERIFF'S OFFICE
636-797-5528

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 Gary Kopp (Name of Business Entity Authorized Representative) as Owner (Position/Title) first being duly sworn on my oath, affirm Kopp Security, LLC (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 TJ Jefferson County Bid #19-0040 (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 Kopp Security, LLC (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 TJ Jefferson County Bid #19-0040 (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.)

Gary Kopp
Authorized Representative's Signature

Gary Kopp
Printed Name

Title

Owner

Date

4-29-19

Subscribed and sworn to before me this 29th of April, 2019. I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of St. Louis City, State of

(NAME OF COUNTY)

Missouri

(NAME OF STATE)

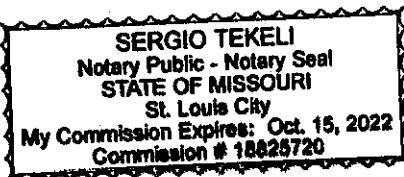
and my commission expires on 10/15/2022.

(DATE)

Signature of Notary

Date

4/29/2019



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Kopp Security LLC (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.

Gary Kopp
Authorized Business Entity
Representative's Name
(Please Print)

Gary Kopp
Authorized Business Entity
Representative's Signature

Kopp Security, LLC
Business Entity Name

4-29-19
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Request for Proposal: Video Surveillance Server and Storage Solution(s)

To enhance the Jefferson County Jails ability to provide for the safety and security of its many staff and detainees they are seeking proposals for an upgrade of the video surveillance hardware infrastructure specifically for the servers and storage. The new hardware obtained through this proposal will be the foundation to begin a multi-year replacement and expansion program for the video cameras used by the Jefferson County Jail. It will also allow the Jail to extend the retention period of video footage from the current 30-day period to 45 days.

REQUIREMENTS

Video Search, Live View Software with recording and playback abilities and remote viewing. Vendor deployed software upgrades. List and specify if options are available or included.

Recording Solutions for 30-day retention

(5) Review Clients with options of using current viewing stations

CPU's for maximum redundancy – Expandable with Camera or bandwidth growth

Video Encoders

(5) Keypads to recall camera views

Proposed solutions must support 86 surveillance cameras with a retention period of 30- 45 days.

Nine additional and replacement cameras. The Jail currently uses the Bosch Recording Station video surveillance management software. There are approximately 6 monitoring stations monitoring approximately 86 camera streams at any given time, and no more than ten users reviewing saved footage concurrently.

Current System Configurations:

Off-Premises Monitoring (none)

Transmitters (none)

System Power Supply

Type: Breaker Nominal Voltage: 110AC Amps: 20AH Location EP2-13 Level 1 Electric Room

Back-up: Generator – Maintained by County

Components

- (4) Video Controller Bosch VIPX1600B
- (1) Video Switch Allegiant Video Matrix (Bosch)
- (4) Video Multiplexer Bosch UML 190-90
- (5) (1) Samsung 60", (3) Dynex 40", (1) Samsung 40"
- (2) Recorders Bosch DVR-Server, Bosch DB30C5200R2
- (2) Computers HP Pavilion
- (2) Power Supply Altronix SMP10C12X
- (1) UPS APC Smart UPS X 1500
- (1) Power Supply Altronix R2432600ULCB
- (1) Switch D-Link DGS 1016D
- (1) UPS Eaton – Powerware

Cameras 1-30 Recorded to DVR1

Cameras 31-85 Recorded to DVR2

30 Cameras have audio recording

PROVIDER RESPONSE

The Provider must respond to all requirements contained in the following section. It is the responsibility of the Provider to clearly define and demonstrate in the requirements section how their proposed solution meets the defined requirement and clarify any area where there is doubt raised about its ability to meet a requirement. For example, workarounds or additional solutions may be considered as acceptable but must be fully explained. If the Provider has questions or is unclear about a requirement as stated, the Provider should submit its questions through Public Purchase. Provider must clearly state all assumptions on which their response was based.

SERVICE LEVEL AGREEMENTS

The following are implementation and hardware support expectations associated with the solutions offered.

Provide a detailed explanation of each SLA related item listed.

Implementation services are available onsite if required.

Hardware support, replacement and issue resolution is available 24 hours a day/ 7 days a week / 365 days a year.

Resources are available in Missouri if requested.

PRODUCT AND SERVICE HISTORY

Vendors should describe the history of their hardware offerings, including initial release date, current version number and product history.

Vendors shall provide detailed information on their product development roadmap for their products.

Vendors shall indicate if third-party software is required for the proposed hardware to function correctly and should indicate who is responsible for purchasing and maintaining licenses for this software.

TRAINING

Providers should define all required and recommended training for The Jefferson County Jail staff to both implement and support their product(s). The required or recommended training outlined will be included in the price. List and specify what training delivery options are available and are included in the response and pricing provided. An outline of all necessary pre-requisites and skills required for the training proposed is to be provided.

PRICING

Providers should outline complete costs for initial and annual licensing and/or subscriptions, installation and implementation, and any other fees related to ongoing services and support. Itemize and describe all components required, any necessary third-party products, professional services and effective rates, and any other costs that may be incurred in relation to the proposed solution. List all out-of-pocket costs that will be charged back. This includes projected costs for travel, lodging, and per diem.

Proposal should state costs for an initial five-year term. List terms of payment being offered and when the payments kick off. Provider may also offer automatically renewable terms, if mutually agreed upon, beyond the initial five-year term if the maximum renewal rate does not exceed 5%.

REFERENCES

Provider must furnish three references for customers who utilized the Providers product(s) and services for similar engagements over the last three years. While references from customers who are higher ed institutions will be accepted, these are not mandatory.

Pricing

Total Cost for the initial licensing <i>and equipment and services including tax & shipping</i>	\$ <u>43,997.46</u>
Total Cost for the annual licensing <i>optional license support & enhancements 1st year included above in initial cost</i>	\$ <u>3,477.00</u>
Other fees:	\$ <u>None identified</u>

Comments:

See RFP response for specifics and notes.

The proposal includes additional executable information with
further cost breakdown and is mutually exclusive with
this agreement

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as _____ of this
day of _____ 2019:

Kopp Security LLC, dba Security 101 - St. Louis County of Jefferson, State of Missouri
Company Name

Gary Kopp
Signature

Gary Kopp
Print

Dennis Gannon
Dennis Gannon J. County Executive

Company Address: 2 CityPlace Dr. 2nd Fl.
St. Louis, MO 63141

Phone: 314-406-8704

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.

Kristy W. Appling
County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: Jefferson County Jail Camera System 2019

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 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: \$ 1,000,00

BY: Gary Kopp (Gary Kopp)

TITLE: Owner

COMPANY: Kopp Security, LLC dba Security 101 - St. Louis

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-406-8704 E-mail gary.koppsecurity101.com

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