***NOTICE***

THIS PACKET IS NOT AN OFFICIAL RFP DOCUMENT. THIS DOCUMENT IS PROVIDED ONLY FOR PUBLIC REVIEW.

Official RFP documents are available at the office of the County Administrator, 1320 Union Street, Morris IL, 60450, or by emailing ggray@grundyco.org with “Jail RFP” in the subject line. Documents are available for inspection online at www.grundyco.org/bids-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.
REQUEST FOR PROPOSALS (RFP) INSTALLATION OF JAIL CAMERAS
COUNTY OF GRUNDY

Sealed proposals will be received for the installation of Jail cameras. Sealed envelope must be clearly marked on the exterior “Jail Camera RFP” and contain an original signature of the entire proposal packet and five copies labeled “Copy”. Sealed proposals will be accepted until 10:00 am September 30th, 2020 at the office of the County Administrator, 1320 Union Street, Morris, Illinois, 60450. At that time sealed proposals will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

The County of Grundy is seeking a Contractor to remove existing cameras and wiring, install new cameras in the Jail, Sheriff’s Office and Courthouse, install two additional redundant jail control workstations, install video management system, including all necessary server(s), software, and wiring needed for operation. The project shall include all permitting, preparation, labor, materials, equipment and supplies necessary to complete the project.

RFP documents are available at the office of the County Administrator, 1320 Union Street, Morris Il, 60450, or by emailing ggray@grundycov.org with “Jail RFP” in the subject line. Documents are available for inspection online at www.grundycov.org/bids-and-rfp/. The proposer remains responsible for obtaining all addenda, which will be posted at the same website.

A bond in the amount of not less than 5% of the lump sum Proposal will be required. Certified checks or bank money orders will not be accepted. Proposals may not be withdrawn or revoked for a period of 60 days after submission deadline. The successful proposer will be required to provide a 100% performance bond in the full amount of the awarded contract and a Certificate of Insurance as set forth in the specifications. There will be a mandatory Pre- Submittal Conference on September 17th, 2020 at 10:00 am at 111 E. Illinois Avenue, Morris, IL. Pre-registration is required by contacting Mwharrie@sheriff1.com at least 24 hours in advance.

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). A copy of the prevailing wage rates is posted on the Grundy County website at http://www.grundycov.org/bids-and-rfp/. MBE/WBE: Women and Minority Owned Businesses are encouraged to submit a proposal.

The County of Grundy reserves the right to reject any and all proposals and to waive technical errors or informalities in the proposals.

Chris Balkema
County Board Chair
County of Grundy
RFP Specifications
Jail Camera Proposal

The County of Grundy [County] is seeking a Contractor to remove existing cameras and wiring, install new cameras in the Jail, Sheriff’s Office and Courthouse, install two additional redundant jail control workstations, install video management system, including all necessary server(s), software, and wiring needed for operation. The project shall include all permitting, preparation, labor, materials, equipment and supplies necessary to complete the project.

The County reserves the right to reject any or all proposals and waive any irregularities. The County also reserves the right to choose, at the sole discretion of the Grundy County Board, the proposal that is deemed in the best interest of the County based on any or all criteria, etc. In determining the successful proposal, the County Board shall take into consideration the qualities of the articles supplied; their conformity with the specifications; their suitability to the requirements of the County, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, systems; compatibility to existing equipment; and the delivery terms.

Sealed proposal envelope must be clearly marked on the exterior “Jail Camera RFP” and contain an original signature version of the entire proposal packet and five copies clearly marked “Copy”. Proposals may be withdrawn prior to the scheduled deadline for submitting proposals. After the submittal deadline, proposals may not be withdrawn or cancelled.

Mandatory Pre-Submittal Conference
A mandatory pre-Submittal conference has been scheduled for 10:00 am, September 17th, at 111 E. Illinois Avenue, Morris, IL. Due to security and Covid 19 considerations, pre-registration is required. Contact Mwharrie@sheriffil.com 24 hours in advance to register.

Submittal Requirements:
1. Proposal Bond in the amount of 5% of lump sum proposal. Certified checks or bank money orders will not be accepted.
2. Certification and/or letter from manufacturer that firm is an authorized installer and maintenance provider.
3. Summary of proposer’s experience in the installation and maintenance of video surveillance and management systems that are integrated with jail automation systems along with jail automation systems.
4. A list of three references for jail camera projects that included integration with a software-based PLC control, including company name, address, contact person, phone number, email address, and description of work performed.
5. Narrative of bidder’s proposal.
7. List of all software programs to be supplied and installed under the Scope of Work.
8. Proposal packet including original completed and signed Proposal Sheet and Exhibits A, B, and C.
9. Acknowledgement of Addenda

Timeline
The County anticipates the following timeline for award.

<table>
<thead>
<tr>
<th>Proposals Due</th>
<th>September 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committee Consideration</td>
<td>October 8, 2020</td>
</tr>
<tr>
<td>County Council Approval</td>
<td>October 13, 2020</td>
</tr>
<tr>
<td>Notice to Proceed</td>
<td>Within ten days of award</td>
</tr>
<tr>
<td>Completion Date</td>
<td>45 Days from Notice to Proceed</td>
</tr>
</tbody>
</table>

1. Project Site & Conditions

Project site is the Grundy County Courthouse and Jail, 111 E. Washington St. Morris, IL 60450. The jail was remodeled and expanded in 2000. During this project the initial analog camera installation for the jail and Sheriff’s Office occurred. Around 2011 there was an expansion of the system to increase coverage of the Courthouse adding a number interior and exterior cameras. In addition to the courthouse a few cameras were also added to the Sheriff’s Office. At that time, the cameras remained analog however, the management end of the video network shifted to an IP based solution through the use of encoders.

2. Summary of Scope of Work
   a. Permitting, Notifications.
      - The Contractor shall procure and pay for all permits necessary to carry out the work.
      - The County shall designate a project manager, who shall be the authorized point of contact between the contractor and the County.

Scope:
The County currently operates an analog video camera surveillance system utilizing encoders to introduce the analog video feed into an IP based surveillance, management and control systems that fully integrate into the jail control system. The scope of this project is to replace the existing cameras and associated support cabling (approximately 68), add cameras and support cabling to identified locations (approximately 20) and a video surveillance and management system with a turnkey IP solution that conforms to the Open Systems Interconnection (OSI) layer model that also fully integrates into the existing jail control system.
The replacement system shall allow for multiple concurrent live observations of all cameras, forensic review and recognition capabilities. The system shall also allow for interconnection with the Sheriff’s private Local Area Network (LAN) allowing for observation and review to take place in any location.
In addition to the video portion of this project, there is also a need to expand the number of control workstations for jail operations as well as a modification to the existing jail control software as related to an intercom “Page-All” feature.
b. Requirements:

- **Cameras:** The selected cameras must have the ability to operate in a range of varying lighting conditions, internal memory recording capability, exterior cameras must have the ability to perform in wide temperature ranges, cameras must utilize power over Ethernet PoE, 802.3af and/or 802.3at, H 264, H 265 and Motion JPEG, motion, tampering and defocus detection is preferred, a minimum ingress protection of IP66. Cameras with analytics are required for exterior, stairways and Sheriff’s Office evidence locker location (specific locations noted on Appendix B). For exterior locations the County request multi-sensor devices vs. a single PTZ device. Exterior parapet camera mounts are available for reuse if compatible with proposed cameras. Appendix B must be completed as to indicate the proposed resolution for each camera location. HB1080 shall be the lowest acceptable resolution. However, the exterior and areas with wide fields of view and or distance will require resolutions much greater such as 24 or 32 as an example. The County reserves the right to discuss each camera location as to resolution and recording framerate. All live view will be no less than 32 frames per second.

- **Video surveillance and management system:** The video surveillance and management system shall provide no less than HD1080 video to the viewer/reviewer. The County requests 180 days of recording. A frame rate of 10 IPS per camera is a minimum, the County requires the ability to adjust the frame rate of the recording based on need. Recognizing that higher frame rate will impact the need for increased server storage the County accepts performing an archive onto NAS device(s) to reduce server hardware (the selected vendor shall advise the County as to the appropriate size of NAS device so that the County can secure the appropriate NAS for installation during provisioning of the system). Provided that the archived data is automatically included in forensic review searches. There will be five (5) static locations where configurable live views will be displayed. Three of these are in the jail itself, a single location in the court security office and the last is located in the patrol room at the Sheriff’s Office. There shall be the ability to access the system for live view or review of recorded video from any PC or mobile device connected to the Sheriff’s private LAN. Connection to the Sheriff’s private LAN shall allow for individuals utilizing a VPN to gain remote access to utilize the system as if they are local to the system for live view and review. Any licenses required for cameras and viewing must be identified. The County requests ten (10) additional camera licenses for future expansion. The physical server shall include a redundant power supply. The selected vendor shall advise the County as to the specifications of the physical server. The video system shall provide system health status, alarm detection and instant notifications to live viewers as well as the ability to define by user remote notifications based on a programmed events and or system health status.

- **Physical network:** The existing RG and power cables supporting the current analog system shall be removed except for the elevator. The selected vendor must use plenum rated cable in plenum areas. The County expects the new system to be on its own private LAN. POE switches shall be provided by the
selected vendor. The connection between the Sheriff’s Office and the Courthouse MFD is over fiber. The switches provided must include the appropriate fiber SFP for this connection between the two physical locations (Sheriff’s Office and Courthouse). The cable type selected shall be orange as to quickly identify its use. Each cable run shall be terminated and tested along with a label identifying the device being served by the cable at each end as well as the termination panel. Jumpers from the termination panel to the POE switch shall also be labeled to match the device it provides connectivity for. If the network switch device has the capability to add names to ports within its management these ports shall also be labeled. To limit single points of failure, the County requests that POE switch are limited to 24 electrical ports and that connectivity between switches and video management system utilize fiber for their connectivity. If stacking switches are proposed, the stacking cable negates the need for fiber connectivity between those specific switches only. A spare network POE switch and 2 SFPs shall be included as part of the project. 
Existing Cat5, RG coax and LV power cabling supporting the original video system shall be removed, the existing cabling can be utilized to gain access to existing conduit and raceway as well as to aid in the installation of new cabling. For safety and security, any visible cable runs shall be in conduit or raceway. Exceptions are when replicating a current camera that currently utilizes exposed cabling due to the difficulty of the cable run and if a new installation poses a significant challenge and the County agrees to the exception.

- **Integration:** The current configuration consists of a Milestone server for long-term recording and a DVR system that interfaces with the jail control system. The intent of this project is to retire this equipment and replace the multiple boxes with one solution for video management and integration. As to maintain existing capabilities it is highly suggested that the selected vendor utilize the existing encoders and cameras to limit any planned outages during IP camera deployment.

- **Jail control workstations:** The scope also requires the addition of two redundant control workstations to be installed in the old 911 dispatch room located within the jail complex. The configuration of these workstations will match the operational functionality or the current workstations. Since these are redundant, operators need the ability to override the active control location. (i.e. the new control center in the 911 room is active and the officers are forced to vacate prior to logging out of the system. They must have the ability to login and take control from the alternate location). Besides a typical mouse and keyboard, the user interface will be a touchscreen no less than a 24” for each position. In addition to the jail control, all audio functionality is also required. Any and all hardware, software and programming necessary are required to support this operation as to provide the same functionality as the current workstations in jail control today.

- **Update to current jail software:** There is a need to modify the existing jail software. This modification is to include a “ALL-PAGE” feature button to the jail control touchscreens. This function will allow correctional officers the ability to broadcast calls to ALL cells as to deliver a single common message.
- **Acceptance testing:** Testing shall include testing each individual device for operations. Cameras with analytics shall be tested based on their provisioned scenarios and system response. To account for all lighting conditions test will include day and night for exterior and for interior include turning off artificial lighting. Testing shall also include the forensic search capability and export for evidentiary purposes. Acceptance testing shall be completed, and test documentation approved by the County prior to the project completion.

c. **Security** –

- To maintain security, the County reserves the right to observe Contractor’s operations and inspect their worksite at any and all times. The Respondent agrees to abide by any and all of the County’s rules and regulations, procedures and general orders.

- The County shall have the right, through its designees, to order the immediate removal of any Contractor or Sub-contractor’s employees from a job site or sites for just cause including, but not limited to, security, disorderly behavior, intoxication, violation of a law or rule, unsafe behavior or for emergency public safety reasons. The County shall provide notice to the Contractor regarding the reason or reasons for such removal within 24 hours of such removal. The removed employee shall not be permitted to return to the site or sites without written approval of the County. To remove an employee for any other reason, the County shall consult with the Contractor’s Manager to attempt to reach a mutual agreement regarding that employee.

- Due to the sensitive nature of the location of these projects, the County requires that the Respondent’s employees pass a criminal background check prior to working at any of the County facilities. Prior to commencing any work, the Contractor shall submit to the County a list of all employees it proposes to use in providing the services under the contract. In addition, the Contractor shall cooperate with the County to accomplish a fingerprint-based criminal background check of all said named employees. The County reserves the right to approve/disapprove of any of the proposed Contractor’s employees. No Contractor’s employee shall work at any County facility until such time as the Contractor’s employee has been approved by the County.

d. **New Material:** Unless otherwise provided for in this specification, the Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this proposal are new, not used or reconditioned. It represents that they are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

e. **Ownership of Intellectual Property:** All copyright and patent rights to all papers, reports, forms, materials, creations, images, or inventions created or developed in the performance of this contract shall become the sole property of the County. Upon request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the County to evidence the County’s sole ownership.
of specifically identified intellectual property created or developed in the performance of the contract. This excludes ownership of proprietary software belonging to the contractors, except software developed specifically for the County for which the County pays.

f. **Term of Software License:** Unless otherwise stated in the specifications, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. The County reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured.

3. **Work Progress & Completion**
   a. The work schedule shall be coordinated by the County and the Contractor. A written work schedule shall be agreed upon by the County and the Contractor prior to the notice to proceed. This contract is replacing components of an active security systems. Downtime of the active system is to be extremely limited and only occur with the prior notice and approval of the authorized county project manager.
   b. All specified work shall be completed no later than forty-five (45) calendar days from the issuance of the County’s Notice to Proceed to the Contractor or permits issued, whichever occurs last.
   c. The Contractor may not commence work before 7:00 AM Monday through Friday.
   d. All work must be completed by 6:00 PM. *(Additional hours prior to 7 AM and after 6 PM must be approved in advance by the designated County representative).*
   e. The Contractor may be restricted with respect to work hours each day depending on special events in the area and/or weather events.
   f. Weekend hours [Saturday and Sunday] must be approved in advance by the designated County representative.
   g. Upon commencement of the work specified herein, the Contractor shall work in consecutive regular work days, without delay, until completion of the specified work.

4. **Service and Support**
   a. Maintenance – The Contractor shall provide all necessary maintenance on a turnkey basis during the first year warranty period and any subsequent maintenance term. The Contractor shall work directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.
   b. Warranty Period and Maintenance – The Contractor, by entering into a contract with the County, warrants and represents that all materials, equipment, and services delivered to the County pursuant to the contract conforms to all of the specifications contained or referred herein. The Contractor further guarantees to replace all materials, equipment, software, or services that may be rejected by the County due to defective materials or workmanship for a minimum of one year following final acceptance of all systems. Failure or neglect of the County to require compliance with any term or condition of the contract specifications shall not be deemed a waiver of such term or condition.
   c. The following must be included in the warranty period and under maintenance contract:
• The Contractor shall provide service to the system throughout the warranty period in a timely manner and shall provide, upon request, a quotation for additional year(s) of service.

d. Service response requirements shall include the following:
  • A twenty-four (24) hour phone number for reporting functionality issues.
  • The ability to restore functionality within eight (8) hours after notification on a twenty-four (24) hour basis.
  • Factory technicians trained by the manufacturers of the system components, with two years of experience servicing systems of the type included in this project.
  • The ability to troubleshoot the system remotely.
  • The maintenance of a local supply of replacement parts for critical infrastructure items.

e. Software upgrades  
f. Patches  
g. Corrective maintenance  
h. All labor except for upgrades to major software releases  
i. Materials  
j. designated representatives.

5. Training
a. The proposal shall include a training component. This training component shall consist of at least 3 in-person training sessions for Grundy County Jail staff. The training component shall also include a form of pre-recorded training stored on digital media. An interactive training program is preferred to a recording of an in-person training session. All training must be scheduled so as to be completed prior to the proposed system going live in the jail. The training component shall also include system maintenance and troubleshooting guides for future reference. The contractors shall deliver at least one hard copy and one electronic copy of system owner and operational manuals prior to the initiation of system use in the jail.

6. Clarifications, Exceptions, and Addenda
a. Any and all exceptions to the specifications must be identified and fully explained in the submitted proposal documents.

b. All questions to the Owner should be submitted to goray@grundyco.org with “Jail RFP Query” in the subject line. All questions must be submitted at least 8 calendar days prior to submission date.

c. Any addenda to this proposal will be issued in writing and posted on the County website. No oral statements, explanations, or commitments shall be provided or binding upon the County. No addenda will be issued later than six calendar days prior to the date of submission.

d. After reviewing the proposal documents, the County may develop a list of clarification questions to be addressed by the proposer. The proposer shall provide a response within three (3) working days from the inquiry.

7. Owner Direction
a. County will provide the following:
8. **Liquidated Damages**
   a. After notice to proceed had been granted to the contractor, work shall commence within ten days of permit issuance or Notice to Proceed, whichever occurs last.
   b. Unless prior authorization is received from the County, if work is not complete within 45 days of Notice to Proceed there will be liquidated damages assessed in the amount of $200 per day the project is left incomplete.

9. **Work Delay – Cost of Labor and Materials**
   Any change in the above-referenced work schedule must be agreed upon by both parties. The contract price will remain fixed from the execution of the contract by the County and the Contractor through the completion of the specified work.

10. **Change Order**
    a. The Contract price may only be changed by a Change Order. The Contractor shall submit a Change Proposal to the Owner to request a change to contract price. Contractor shall submit Proposal no more than 30 days after the start of the event leading to the change. The Proposal shall include supporting data, including the proposed change in contract price to the Owner.

11. **Performance Bond**
    The successful proposer shall furnish within ten (10) working days of notification of award, a Performance Bond in the amount of 100% of the proposed price, payable to the County of Grundy as security for the faithful performance of the Contract.

12. **Denial of Reimbursement**
    The County shall not reimburse Proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

13. **Prevailing Wages**
    All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Contractor agrees that no additional notice is required, and that the Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract. If wage rates change during the course of the project, the new rates will be available on County and State websites.

14. **Certified Payroll Requirements (Public Act 94-0515)**
    Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to
each worker are not less than the required prevailing rate and that the Contractors is
aware that filing records he or she knows to be false is a Class B misdemeanor. The
certified payroll records must include for every worker employed on the public works
project the name, address, telephone number, social security number, job classification,
hourly wages paid in each pay period, number of hours worked each day, and starting
and ending time of work each day. These certified payroll records are considered public
records and public bodies must make these records available to the public under the
Freedom of Information Act, with the exception of the employee's address, telephone
number, and social security number. Forms are available on the Illinois Department of
Labor website at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-
wage-rates.aspx

15. Insurance Requirements
Upon receiving Notice of Award, the successful bidder shall submit Certificates of Insurance
prior to beginning work. The minimum limits of the Contractor’s Liability Insurance shall be as
follows:

a. Claims under the worker’s compensation, disability benefits, and other similar
   employee benefits, the limits should be the Statutory Limits.

b. Claims for damages because of bodily injury, occupations sickness or disease, or death
   of Contractor’s employees, the minimum limits shall be $1,000,000.

c. Claims for damages insured by reasonably available personal injury liability coverage
   which are sustained by any person as a result of an offense directly or indirectly
   related to the employment of such person by the Contractor or by any other person
   for any other reason, the minimum limits shall be $1,000,000.

d. Claims for damages, other than to the Work itself, because of injury to or destruction
   of tangible property wherever located, including loss of use resulting therefrom, the
   minimum limits should be $1,000,000.

e. Claims for damages because of bodily injury or death of any person or property
   damage arising out of the ownership, maintenance, or use of any motor vehicle, the
   minimum limits shall be $1,000,000.

f. In addition to the above coverages, the Contractor shall carry an umbrella/Excess
   Liability policy in the amount of not less than $2,000,000, which should include
   Employer’s Liability Insurance.

g. The Contractor shall extend insurance to the County of Grundy for the liability
   coverages listed above, by endorsement, as an additional primary and noncontributory
   insureds. A copy of the endorsement which adds the additional insureds to the policy
   shall be provided as well

16. Hold Harmless Agreement
The Contractor agrees to indemnify, save harmless and defend the County of Grundy,
their agents, servants, and employees, and hold them harmless from any and all lawsuits,
claims, demands, liabilities, losses and expenses, including court costs and attorney's fees,
for or on account of any injury to any person, or any death at any time resulting from such
injury, or any damage to property, which may arise or which may be alleged to have arisen
out of or in connection with the work covered by this contract. The foregoing indemnity
shall apply except if such injury, death or damage is caused directly by the willful and
wanton conduct of the County of Grundy, their agents, servants, or employees or any other
person indemnified here under any Waivers of Subrogation endorsements.

17. **Contract Time**
When authorized, the selected Contractor shall commence Work within ten (10) days after the issuance by the County of a Notice to Proceed, subject to unavoidable delay.

a. "Unavoidable Delay" is a delay resulting from (a) County-wide or industry-wide strikes or lock-outs, (b) Acts of God, (c) inability to obtain labor or materials due to governmental restriction, (d) enemy action, (e) civil commotion, (f) fire, (g) unavoidable casualty, (h) work stoppages caused by illegal acts of third parties.

b. Unavoidable delay does not include (a) changes in prices, (b) Contractor's insolvency, financial condition, or any other monetary problem, (c) the insolvency, financial condition, or refusal to perform by any contractor, subcontractor, or professional retained by Contractor (including but not limited to engineers, architects, or attorneys) or (d) the administrative delay of any governmental or nongovernmental agency, commission, or board.

c. The Contractor shall complete the Work within forty-five (45) calendar days of the Notice to Proceed.

18. **Applications for payment**

a. Submit certified copies of payroll as required.

b. Submit a waiver of lien from applicable subcontractors and suppliers.

c. Payment shall be made within 45 days of completed pay request.

19. **Termination of the Contract**

a. **TERMINATION BY THE CONTRACTOR**
   
   If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Contractor, or if the Work should be stopped because the owner has not made Payment thereon, then the Contractor may upon twenty-one (21) days written notice (from postmark) to the County, terminate the Agreement.

b. **TERMINATION BY THE OWNER**
   
   In the event of any breach of this Agreement by the Contractor, the Owner may, at its option, serve the Contractor with a written seven (7) day notice (from postmark) to complete the work, after which the Owner may take possession of all materials at the work site, engage the service of another contractor to complete the work, and deduct the cost of such completion from any amount due the Contractor hereunder. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In the event that the Contractor, as a result of litigation, is adjudged to have breached this Agreement, the Contractor shall pay, in addition to any damages awarded to the Owner, the Owner's reasonable attorney's fees resulting from such litigation.

20. **Compliance with laws**

In connection with the furnishing of supplies or performance of work under the contract, the Contractor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
21. **Independent Contractor**

   a. Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within the County. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the County. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, or other benefits available to County employees shall accrue to the Contractor or employees of the Contractor performing services under this agreement.

22. **Severability**

   a. Every section, provision, or part of this agreement is declared severable from every other section, provision, or part thereof, to the extent that if any section, provision, or part of this agreement shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.
PROPOSAL SHEET
Proposer Information

Company Name: ________________________________

Address: ___________________________ County, State, Zip: ___________________________

Contact Person: ___________________________ Telephone: ___________________________

Email: _________________________________

PROPOSAL PRICE: Jail Camera Proposal
*The pricing submitted shall include all permitting, preparation, licenses, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project.

Lump Sum Proposal (in both words and numbers): _________________________________

Annual Maintenance Agreement (at option of the County)
First year following initial warranty period: _________________________________
Year Two: _________________________________
Year Three: _________________________________
Year Four: _________________________________

I certify that I am acting as an agent for the firm designated below and that the firm will provide the services to the County of Grundy as described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative ___________________________ Title ___________________________

Company Name ________________________________

Street Address ________________________________

County State Zip Code ________________________________

(Area Code) Phone Number ________________________________
AGREEMENT

THIS AGREEMENT, is made and entered into this____day of____________, 2020, by and between____________________(hereinafter called the "Contractor") having a principal place of business located at, ________________________________________and the County of Grundy, (hereinafter called the "Owner" or the "County").

RECITALS

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work necessary for the proper completion of the work for the demolition of_________________________________; and the County agrees to pay for the work as set forth in the Contract Documents.

The Contract Documents shall consist of the following listed documents which are hereby made part of this agreement as if recited at length herein:

1) Invitation to Proposal
2) Proposal Sheet
3) Proposal Specifications
4) Receipt of Addenda (if any)
5) Appendix A – Affidavits (Must be signed)
6) Appendix B – camera list
7) Appendix C – Network Block Diagram

THIS SECTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the Owner and the Contractor have executed this Agreement as of the date hereinafore first stated.

CONTRACTOR

Print Name of Contractor

BY: ________________________________
Signature of authorized representative

DATE: ____________________________
TITLE: ____________________________

THE COUNTY OF GRUNDY, ILLINOIS

BY: ________________________________
Chris Balkema, County Board Chair

DATE: ____________________________

Agreement
CONFIRMATION OF RECEIPT OF ADDENDA

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Date</th>
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I hereby certify this proposal complies with the specifications and conditions issued by the County except as clearly marked in the attached copy.

Date: __________________________

Name: _________________________

Authorized Signature: __________________________

Title: _________________________

Company Name: _________________________

Address: _________________________

City, State, Zip Code: _________________________

Telephone Number: _________________________

E-Mail: _________________________
APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Proposer

PROPOSER/APPLICANT:

Name: ____________________________

Principal place of business: ____________________________

Address: _______________________________________

County, State, Zip Code: ____________________________

The Proposer is a:
Corporation Partnership
Limited Liability Company Sole Proprietorship
Other (please explain): ____________________________

Corporation

The state of incorporation is: _________________________

The registered agent of the corporation in Illinois is:

Name: ____________________________

Address: _______________________________________

County, State, Zip: ____________________________

The officers of the corporation are:

President: ____________________________ Secretary: ____________________________

Vice President: ____________________________ Treasurer: ____________________________

The Corporation is authorized to do business in the State of Illinois
**Limited Liability Company**

The state of registration is: ____________

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

County, State, Zip

The registered office of the Limited Liability Company in Illinois is:

Address

County, State, Zip

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

County, State, Zip

County, State, Zip

The LLC is authorized to do business in the State of Illinois
**Sole Proprietorship**

The address of the sole proprietor is:

__________________________

*Address*

__________________________

*County, State*

The sole proprietor transacts business in Illinois under the following assumed names:

__________________________
**BID RIGGING AND BID ROTATING**

Section 2: That in connection with this solicitation for quotes:

a. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

b. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said proposer or any other proposer or to fix any overhead profit or cost element of such quote price or that of any other proposer or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

c. The quote is genuine and not collusive or sham;

d. The prices or breakdowns thereof and any and all contents which had been quoted in this submission have not been knowingly disclosed by the proposer and will not be knowingly disclosed by the proposer directly or indirectly to any other proposer or any competitor prior to opening;

e. All statements contained in such submission are true;

f. No attempt has been made or will be made by the proposer to induce any other person or firm to submit a false or sham quote;

g. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

Section 2a: **NON-COLLUSION**

a. No officer or employee of the County of Grundy has a direct or indirect pecuniary interest in this quote.

b. No officer or employee of the County of Grundy has disclosed to the proposer any information related to the terms of a sealed quote.

c. No officer or employee of the County of Grundy has informed the proposer that the quote will be accepted only if specified persons are included as subcontractors.

d. Only the proposer will be entitled to the proceeds of the contract if this quote is accepted by the County of Grundy.

e. This quote is made without the benefit of information obtained in violation of law.

Section 3: The undersigned further states that: (circle A or B)

a. He is the person in the proposer's organization responsible within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2, above; and

b. He is not the person in the proposer's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2 above, and as their agent does hereby so certify; and

c. The undersigned certifies that the proposer has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT**

Section 4: The undersigned will publish a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation,
possession, or use of a controlled substance is prohibited in the aforementioned company’s workplace;

b. Specifying the actions that will be taken against employees for violations of this prohibition;

c. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Grundy, the employees will:
   i. Abide by the terms of the statement; and
   ii. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.

d. Establishing a drug free awareness program to inform the aforementioned company's employees about:
   i. The dangers of drug abuse in the workplace;
   ii. The aforementioned company's policy of maintaining a drug free workplace;
   iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
   iv. The penalties that may be imposed upon employees for drug violations.

e. Making it a requirement to give a copy of the statement required by Section 4 to each employee engaged in the performance of the contract with the County of Grundy and to post the statement in a prominent place in the workplace;

f. Notifying the County of Grundy within ten (10) days after receiving notice under Section 4(C)(2) from an employee or otherwise receiving actual notice of such a conviction;

g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;

h. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;

i. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;

j. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 5:** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

a. Take appropriate personnel action against such employee up to and including termination; or

b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**TAX COMPLIANCE**

**Section 6** The undersigned on behalf of the entity making the foregoing quote certifies that neither the undersigned nor the entity is barred from contracting with the County of Grundy because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.
The undersigned or the entity making the quote or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**Section 7** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

e. That it will submit reports as required by the Department's Rules and Regulations for
Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

g. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection g of Section 8, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the proposer to receive payment under any award made under the terms and provisions of this proposal.

Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the contractors' internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Contractor certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT
Section 8 As a condition of receiving this contract, the undersigned contractors certifies that
services, programs and activities provided under this contract are and will continue to be in compliance with the Americans with Disabilities Act.

Must be signed by authorized company representative and returned in sealed bid:

NAME:__________________________

SIGNATURE:_____________________

TITLE:__________________________

Subscribed and Sworn to before me this___ day of ______________________, 20__.

By:_________________________________ Notary Public

-seal-

Appendices B & C Attached

End of Document
# Appendix B - Camera List

<table>
<thead>
<tr>
<th>Camera</th>
<th>Location/Zone</th>
<th>Function</th>
<th>Description</th>
<th>Monitor</th>
<th>Resolution</th>
<th>Audio</th>
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<th>Motion</th>
<th>Vandal</th>
<th>Date</th>
<th>Test</th>
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*Average opinion horizontality or line of site triggers. 25% worst line-of-sight observed. Highest activity and lowest data recovery (highest threat assessment).

**VOC Enforcors**

***Camera replacement requiring existing structural changes***

****Additional locations for analytics but the County is open to other targeted areas as well.***

*****Provision of multi-use cameras with a multi-purpose device. This camera shall allow for the County to determine if any camera fed information prior to the event trigger.

********Must have view of both entries, short, if line of site cannot provide required (average all cameras) and area at ac (26,45,32).