

Proposal:

Wilco-WCSO Range cameras

Prepared for:

Don Heflin

Williamson County - WCSO Range 3901 CR 130 Hutto TX, 78634

<u>Private and Confidential</u>: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued: Proposal Valid To:

12/2/2021 1/1/2022

Prepared by:

Kevin Garlick (512) 590-7886 kgarlick@knightsecurity.com

4509 Freidrich Lane Suite 110 Austin, TX 78744

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - WCSO Range

Site Billing Contact

PROJECT NAME: Wilco-WCSO Range cameras

PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install Security additions for Wilco-Sherriff Gun Range.

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work: Video Surveillance System additions

- Eight IP Axis security cameras, mounts, Genetec licenses and programming
 - Four P3719-PLE Exterior rated cameras (2-pole mounted, 2-corner mounted) viewing the exterior areas
 - Three P1447-LE Exterior rated bullet (2-surface mounted, 1-pole mounted) viewing the 2 short ranges and driver card reader pedestal
 - One P3206-LVE Exterior rated dome camera (wall mounted with arm and pendant) at bunker door
 - KSS provided cameras, mounts, cabling, terminations, licenses and programming
 - KSS to provide 2 new poles at the gate for 2 cameras and wireless devices
 - Cabling will be run from the cameras to the exterior POE power supplies with Wifi (120vAC provided by the county)
 - Removal of 1 exterior mounted camera on the main building.



Survey Overview



New camera license(s) will be added to the county Enterprise Licenses and provided archive video server and will impact the available storage. Based on normal exterior conditions a <u>30 day storage will need 17.8TB of estimated</u> space and approximately 113 Mbit/s network bandwidth.

This proposal includes the following standards for programming (unless otherwise stated in above):

- · Software Installation of VMS-Recording software on client provided archive Server
- · Activation and programming of VMS software to client network/servers
- · Set up of upto Three Web/Software Client stations
- Enrolling the cameras and setting up basic motion detection
- 4MP at H.265 and 10 FPS
- 5MP at H.265 and 10 FPS
- 15MP at H.265 and 10 FPS

Note: this proposal scope includes the Wireless Point-to-Point between cameras and main building where Wilco will connect to the county network/fiber.

Customer Provided Items

- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments
- 120Vac in all camera locations

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Client Initials:BG

Any changes from the base price will be adjusted with approved change orders from the Customer.

Engineering - IS included with this scope.

Cabling & Wiring - IS included with this scope.

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

<u>Testing</u>

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

<u>Training</u> - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all
 departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other
 metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any
 devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

DIR-CPO-4494

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Client Initials: BG

KNIGHT

SECURITY SYSTEMS

HONOR, NITEGRITY, SERVICE

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Knight Security Systems, LLC agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.



PROJECT INVESTMENT

Estimate				
QTY	Description	Unit Price	Ext.Price	
1	23-4P UNS SOL CMP C6 Ylw Jkt - 500 ft	\$180.74	\$180.74	
2	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$14.86	\$29.72	
2	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$11.22	\$22.44	
3	Compact outdoor, 5MP resolution, day/night, fixed	\$581.06	\$1,743.18	
4	AXIS P3719-PLE Network Camera is a compact 15-mega	\$1,240.46	\$4,961.84	
2	Corner Bracket. Requires AXIS T91A61 Wall Bracket.	\$61.29	\$122.58	
4	AXIS T91B47 Pole Mount for indoor and outdoor inst	\$65.94	\$263.76	
2	Outdoor-ready, powder-coated aluminum pole mount w	\$73.70	\$147.40	
2	Chromated and powder coated aluminum wall mount wi	\$65.17	\$130.34	
4	AXIS T94N01D Pendant Kit comprises a weathershield	\$69.04	\$276.16	
8	GenetecAdvantage for 1 OmnicastEnterprise Camera	\$35.26	\$282.08	
8	1 camera connection	\$176.31	\$1,410.48	
1	23-4P UNS SOL C6 Blk DB	\$328.12	\$328.12	
6	18x16x8 Inch 120 VAC Weatherproof Enclosur	\$582.79	\$3,496.74	
6	Enclosure Pole Mounting Kit - Pole Diameters 3 to 4 inches	\$78.59	\$471.54	
6	AXIS T8504-R Industrial PoE Switch is a 4-port man	\$542.27	\$3,253.62	
6	Power supply for AXIS T8504-R Industrial PoE Switc	\$193.17	\$1,159.02	
6	10" DIN RAIL BRACKET	\$4.16	\$24.96	
1	Chromated and powder coated aluminum wall mount wi	\$65.17	\$65.17	
1	Outdoor pendant kit for AXIS P32-VE Series, compat	\$38.01	\$38.01	
1	Fixed dome with built-in IR illumination and IK10	\$464.69	\$464.69	
3	TQ1602-E CONDUIT BACK BOX	\$115.59	\$346.77	
1	cnVision Hub 360 integrated 8dBi omni IP67 (FCC)	\$342.93	\$342.93	
1	Gigabit Surge Suppressor (56V)	\$50.00	\$50.00	
8	cnVision Client MICRO 13 dBi IP55 (FCC) (US cord)	\$224.68	\$1,797.44	
8	Gigabit Surge Suppressor (30V)	\$45.00	\$360.00	
1	DIR- Project Install Kit	\$1,481.63	\$1,481.63	
2	4? Camera Pole, 12', Black, Fixed Base	\$2,205.88	\$4,411.76	
	,,		. ,	

Equipment Subtotal \$27,663.12
Labor Subtotal \$23,341.20
Estimate SubTotal \$51,004.32
Annual Recurring Subtotal \$5,878.92

Investment Summary

Total Equipment \$27,663.12
Total Labor \$23,341.20
Total Proposal Amount \$51,004.32

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.



Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: \$51,004.32

Annual Recurring \$5,878.92

Grand Total: \$ 56,883.24

The price above includes: material, equipment and labor as described within this proposal.

IN WITNESS WHEREOF, Williamson County and Knight Security Systems have duly executed this Agreement to be effective as of the date of the last party's execution below.

COUNTY: WILLIAMSON COUNTY	KNIGHT SECURITY SYSTEMS:
By: Bill Gravell (Dec 21, 2021 16:41 CST)	By:
Printed Name: Bill Gravell	Printed Name: Kevin Garlick
Representative Capacity:	Representative Capacity: Account Manager
Date:, 20	Date: 12/2/2021, 20

THE STATE OF TEXAS

Ş

COUNTY OF WILLIAMSON

§

SERVICES CONTRACT FOR WILCO- SHERIFF GUN RANGE-SECURITY UPGRADES (DIR CPO-4494)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Knight Security Systems, LLC** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the following items in order to complete the project:

A. The services relating to security equipment and system installation for the Williamson County Sheriff's Gun Range, as described in the attached Scope of Work/ Proposal #19213-1-0 being designated as Exhibit "A," which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

<u>Completion</u>: The services shall be fully and finally completed within <u>one-hundred-twenty</u> (120) calendar days from the date the services are commenced; provided, however, the County may extend said time period in the event bad weather affects the progress of the services. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at <u>\$56,883.24</u> (including costs for an annual maintenance) for the specific project upon final completion.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

<u>Insurance</u>: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE PER PERSONPER OCCURRENCE

Comprehensive

General Liability \$1,000,000 \$1,000,000

(including premises, completed operations and contractual)

Aggregate policy limits: \$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE PER PERSONPER OCCURRENCE

Bodily injury \$1,000,000 \$1,000,000

(including death)

Property damage \$1,000,000 \$1,000,000

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Scope of Work/Proposal #19213-1-0, and being designated Exhibit "A," which is incorporated herein as if copied in full;
- B. DIR Contract No. DIR CPO-4494; and
- C. Insurance certificates evidencing required coverages.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document relating to the services and goods subject of this Contract.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold himself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

<u>Compliance with All Laws</u>: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

<u>Termination</u>: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

<u>Venue and Applicable Law</u>: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion (in compliance with Paragraph II) or when terminated pursuant to this Contract.

XIII.

<u>Severability</u>: In case any one or more of the provisions contained in this Contract 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 provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

<u>Confidentiality</u>: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Good Faith: Service Provider agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: Service Provider may <u>not</u> assign this Contract.

XVIII.

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor.

To the extent, if any, that any provision in this contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

XIX.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	SERVICE PROVIDER:	
	Knight Security Systems, LLC	
Bill Gravell (Dec 21, 2021 16:41 CST)	Refe	
Authorized Signature	Authorized Signature	
Bill Gravell		
Printed Name	Printed Name	
Date: Dec 21, 2021, 20	12/16/2021 Date:	

Exhibit "A" Scope of Services/ Proposal #19213-1-0