

SERVICE CONTRACT  
INTEGRAL BLUE

AGREEMENT is made this 27<sup>th</sup> day of May, 2021, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and Integral Blue, located at 25181 Dequindre Road, Madison Heights, Michigan 48071 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will

**1. Provide, Configure, and Integrate Video Management System (VMS)**

- Fiber Optic:
  - Pull existing 6 strand fiber optic cable into server room.
  - Furnish and install new fiber optic hardware assembly with associated splice trays, adapter panels, jumpers, and pigtails.
  - Splice 6 fibers.
  - Unidirectional OTDR to document fiber conditions after splicing.
- Site survey and site planning for new equipment being installed.
- User needs gathering, identifying uses, user groups, permissions, recording, and other user needs.
- Furnish, configuration, and physical installation of server, grounding to buss bar, and ethernet switch with cat5e jumpers between EOC switch and Genetec Server.
  - See attached documentation for server information. Recording parameters assume 30 days of video recording.
- Provide VMS software. See attached **Appendix A** for breakdown of software and licensing that are included in this item's price without IB labor added. VMS software will be an extension of the existing Genetec System at WCRC 555 N. Zeeb Rd. traffic network.
- Furnish and configuration of new 24-port alcatel lucent ethernet switch with fiber optic SFPs.
- Configuration of VMS server: IP configuration, user groups, driver setup, adding devices, permissions.
  - Provide Genetec software/licensing with VMS:
    - Genetec Omnicast Enterprise Package with included 5 security desk clients.
    - License to connect up to 35 cameras.
    - Storage for recording video 30 days
- Integration of VMS with network cameras and multiple users, integration of server-server connection and recording.
- Training for staff for VMS. Includes up to 8 hours of hand on training by IB Engineer.
- As-built documentation and project closeout.

Assumptions:

1. Server room is assumed to be near the fiber optic point of entry. Physical installation of the fiber optic cabling between interior building rooms, wall penetrations, firestopping, etc. are not included.
2. Others to provide the following at EOC:
  - a. Server rack where new switch, fiber optic hardware assembly, and server are to be installed. Server rack will have an available grounding buss bar available that is properly grounded, will have available power

- outlets for new equipment, and will be in a temperature-controlled environment suited for server equipment.
- b. Cabling between the Genetec server and any video distribution systems such as including video wall connections, media server, or other similar systems.
  - c. IB is not responsible for integration into video wall or similar 3<sup>rd</sup> party video distribution systems. IB will support distributing streams from Genetec server as requested by Washtenaw County, but it is assumed that EOC IT (others) will integrate an HDMI or similar output to mirror the server/workstation monitor to the video wall in lieu of network distributed video.

## 2. Genetec Advantage for Cameras

- Genetec Advantage is a comprehensive software maintenance package that progressively grows the value of your security system and allows you to focus on your operations.
  - i. Software Upgrades
  - ii. Premium Support
  - iii. System Availability Monitoring
  - iv. Additional Benefits –  
<https://www.genetec.com/support/maintenance/genetec-advantage>

## 3. One Year of IB-provided VMS Software and Hardware Maintenance Support

- One year of IB provided VMS software support. This includes firmware upgrades and maintaining uptime of services.
  - Includes ongoing system changes such as adding new devices, adding or removing users, managing user groups, and managing privileges.
- One year of IB provided hardware maintenance for the provided equipment:
  - EOC switch
  - Genetec Server
  - Genetec client software
  - Fiber optic connection to WCRC building.
  - Includes monitoring of Genetec Server and system via WCRC Solarwinds Orion Network Monitoring System for active monitoring and preventative maintenance.
- Maintenance services will be billed hourly for regular maintenance services as well as needed support at Actual Cost Plus Fixed Fee (ACFF), not to exceed \$19,444.88/yr.

## ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed \$71,793.28 (seventy-one thousand seven hundred ninety-three dollars and twenty-eight cents).

## ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to David Halteman and will cooperate and confer with him/her as necessary to insure satisfactory work progress.



Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

#### ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on December 31, 2024 *with an option to extend for two (2) additional one (1) year periods.*

#### ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required.

The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

#### ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Emergency Services, 2201 Hogback



Rd., Ann Arbor, MI 48105 CONTRACT # 53284, and shall provide for written notice to the Certificate holder of cancellation of coverage. Contract # 53284

#### ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

#### ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$14.05 per hour with benefits or \$15.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2022 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors, and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES



Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

*Lawrence Kestenbaum*  
By: Signed by Deputy E Golembiewski for L. Kestenbaum 07/08/2021  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

WASHTENAW COUNTY  
*Gregory Dill* 07/02/2021  
By: Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT:

*David R. Halteman* 6/22/21  
By: David R. Halteman (DATE)  
Emergency Services Director

CONTRACTOR  
By: Stan Richard (DATE)  
Associate Vice President

APPROVED AS TO FORM:

*Michelle K. Billard* 07/02/2021  
By: Michelle K. Billard (DATE)  
Office of Corporation Counsel



**Pricing:**

Item	Pricing
<b>1. Provide, Configure, and Integrate Video Management System (VMS). Includes all material and software detailed in Appendix A.</b>	\$49,324.40
Additional Optional Items	Pricing
<b>2. Genetec Advantage for 35 Omnicast Enterprise</b>	
Cameras 1 Year Option (\$36/Camera/Yr)	\$1,260.00
Cameras 3 Year Option (\$28.80/Camera/Yr)	\$3,024.00
Cameras 5 Year Option (\$25.20/Camera/Yr)	\$4,410.00
<b>3. One Year of IB-provided VMS Software maintenance support</b>	\$19,444.88

Chosen option for this contract





**Appendix A – Bill of Materials included in Item 1**

Part Number	Part Description	Unit Price	Qty	Total
GSC-5.9	Software Version	\$0.00	1	\$0.00
GSC-BASE-5.9	Genetec Security Center (GSC) Base Package - Version 5.9 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content respectively.	\$0.00	1	\$0.00
GSC-Om-E	GSC Omnicast™ Enterprise Package which includes: Archiving and Auxiliary Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping, Hardware Matrix Support, Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support, Max. 300 cameras per Archiver / 100 cameras on the Directory machine	\$3,285.00	1	\$3,285.00
GSC-Om-E-1C	1 camera connection	\$225.00	35	\$7,875.00



COMMUNICATIONS ENGINEERING & SYSTEMS INTEGRATION

SV-2011E-R4-36T-12-236	Streamvault™ 2000E Appliance - 1U 4-Bay Streamvault™ Appliance 36TB (1) Xeon E-2236 16GB RAM (2) 240GB M.2 SSD (3) 12TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10, 5YR NBD KYHD Warranty. Genetec™ Security Center pre-installed. License sold separately.	\$7,405.20	1	\$7,405.20
Multilink FRM-1RU-3X-TS-S	Small Fiber Optic Hardware Assembly	\$176.51	1	\$176.51
Multilink 065-001-10	Adapter Panel, LC, 6 port	\$32.71	1	\$32.71
Multilink 10-7666	Hardware Assembly Blanks	\$4.85	2	\$9.70
Multilink MLCD-12-SM-C-BL	Fiber Optic Splice Trays	\$25.56	2	\$51.12
Quiktron 810-0L0-003	Fiber Optic, Pigtailed, simplex, LC, 1m	\$2.40	6	\$14.40
Quiktron FOAS2FSMLCLC-1M	Fiber Optic, Jumpers, duplex, LC, 1m	\$12.59	3	\$37.76
ALE-OS6560-24X4-US	Layer 2 Ethernet Switch: 24 port, 10/100/1G. 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G), 1 RU.	\$1,596.67	1	\$1,596.67
ALE-SFP-GIG-LX	Fiber Optic SFPs: 1000Base-LX, LC, 10km, SM, 1310nm	\$119.33	2	\$238.66
ALE-SW1N-OS6560	Layer 2 Ethernet Switch Warranty, 1 Yr advanced support	\$178.20	1	\$178.20
Misc.	Ancillary Materials: splice sleeves, labeling, consumables, rack screws, etc.	\$300.00	1	\$300.00
<b>Grand Total</b>			<b>\$</b>	<b>21,200.93</b>





COMMUNICATIONS ENGINEERING & SYSTEMS INTEGRATION

#### Genetec Material/Software Licensing Assumptions:

1. Prices are to be used for Budgeting Purposes only and may need to be revised once the final configuration and project scope is determined.
2. Prices do not include applicable taxes, customs duties, shipping and handling charges. Prices may change without notice after the expiry of the quote. Prices are subject to change if items are purchased separately.
3. In case of discrepancy between the totals automatically calculated in this sheet and the line items total; the line item total will prevail.
4. Unless a project design has been prepared by Genetec, this quote has been issued without verification by Genetec of third party designs. This quote could require modifications following a design review performed by Genetec or IB at the quote recipient's request.
5. From time to time, Genetec may provide video storage recommendations based on data provided by other manufacturers. This information is provided as courtesy and without any warranty regarding its accuracy. Please contact the manufacturer of the hardware for more accurate calculations.
6. Unless you have a signed agreement currently in force with Genetec, this sale is governed by Genetec's General Conditions of Sale, which you may consult at <http://www.genetec.com/legal/termsofsale> , <https://www.genetec.com/legal/psterms> will also apply
7. If you are purchasing software from Genetec on a subscription basis, the terms available at <https://www.genetec.com/Documents/EN/SLA/EN-Genetec-Subscription-Terms-and-Conditions.pdf>
8. By ordering the products and/or services in this quote, you are accepting that the afore-mentioned conditions will apply and that no other term or condition, including any terms and conditions included or referred to in your purchase order, will be applicable.
9. The names and the logos of Genetec products mentioned above are trademarks of Genetec Inc and may be registered in various jurisdictions. Refer to <https://www.genetec.com/legal/trademarks> for more information