

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR SECURITY ELECTRONICS SERVICES  
PURSUANT TO RFP 16-055**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Secure Control Systems Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide security electronics services related to the provision and installation of system upgrades at the County Jail (hereinafter “Services”) pursuant to RFP 16-055; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

- A. Contractor shall render Services in accordance with Exhibit A to this Agreement.
- B. In accordance with Chapter 2258 of the Texas Government Code, all persons employed by Contractor shall be compensated at not less than the rates shown in the attached Exhibit B. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times.

**Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is \$74,950.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. The allocation for travel shown in Exhibit A will be compensated only when approved in advanced by County and provided that the expenses comply with the County's Travel Policy, a copy of which is attached as Exhibit C to this Agreement.

### **Section 4. Limit of Appropriation**

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$74,950.00 specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$74,950.00.

**Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and thereafter comply with the timelines established in Exhibit A. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of the County in accordance with Section 7A above.

- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

## **Section 12. Confidential and Proprietary Information**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges

and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: Facilities Director  
301 Jackson Street, Suite 301  
Richmond, TX 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Secure Control systems, Inc.  
16103 University Oak  
San Antonio, TX 78249

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.



- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor

release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

FORT BEND COUNTY

SECURE CONTROL SYSTEMS

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
James Knight  
Fort Bend County Facilities Director

MTR:  
i:\agreements\2016 agreements\purchasing\rfp 16-055 cctv system upgrade at jail\cctv system upgrade at jail agreement.docx

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

---

Robert Edward Sturdivant, County Auditor

Exhibit A: Scope of Service

Exhibit B: Chapter 2258 of the Texas Government Code Requirements

Exhibit C: County Travel Policy

# Exhibit A

## Scope of Service



16103 University Oak Phone (210) 530 5245  
San Antonio, TX 78249 Fax (210) 530 5247

## EXECUTIVE SUMMARY

February 5, 2016

Fort Bend County Purchasing Department  
301 Jackson, Suite 201  
Richmond, TX 77469  
Debbie Kaminski, CPPB Assistant County Purchasing Agent  
Email: [Debbie.Kaminski@fortbendCountytx.gov](mailto:Debbie.Kaminski@fortbendCountytx.gov)

PROJECT: CCTV System Upgrade at Jail  
PROJECT#: RFP No. 16-055 Proposal Requirements Section 12.3- Executive Summary

### Brief Company Overview

In operation since 1999, Secure Control Systems is an industry leader in both contract and Design/Build work. Today, Secure Control Systems' Engineers, Programmers and trained specialists take pride in assisting our clients in turnkey solutions.

Our experience and expertise provides our customers access to the most durable yet economical products available today for use in detention facilities at all levels of security and in all levels of government: Federal, State, County and Local.

### Proposed Methodology

- Engineering /submittal process
- Meet with security staff to coordinate work on site
- Evaluate any site changes
- Evaluate the CCTV system software versions (if the alternates are selected)
- Determine exact equipment locations
- Conduct site measurements for material to be installed

Submittals will be prepared based on the project specifications and job requirements. SCS includes the most current technology and ensures that all technical requirements for the job are met. The submittal is followed with comments from the Project Engineer, Project Manager and Owner and any adjustments or corrections are made to ensure a full compliance document that can then be used to build the contract hardware and software.

**Execution of the Work- In-House Design / Fabrication / Programming / Configurations** - Our engineering team coordinates with our in-house fabrication team to generate additional system drawings and schedules for the configuration and programming needs of each project based on the approved submittals.

Once vendor purchased are made, the fabrication process begins. All systems will be integrated and tested at the board-level at this point. The programmers and designers then coordinate any changes that need to be made to optimize system performance while the shop begins the configurations and basic testing. SCS strives to provide a quality system by doing full configuration and "factory testing" at our facility.

**Field Installation** - Once the job has passed our factory testing and delivered to the facility, our certified installers begin the installation of the head end equipment and make all terminations to the certified field devices. Upon completion of the installation, a full on-site test is completed and documented.

**Final Training** -Final Training is based on the requirements of the bid documents. SCS provides any user manuals and configuration guides and will often train both technical and user staff at the same day but in different session. Operations and Maintenance manuals are turned over to the facility operators/owners per the contract documents at this time.



by Schneider Electric

3500 Pelco Way  
Clovis, California 93612 USA  
(800) 289-9100 USA & Canada Phone  
(800) 289-9150 USA & Canada Fax  
+1(559) 292-1981 International Phone  
+1(559) 348-1120 International Fax

February 06, 2016

To Whom This May Concern,

Pelco is a global manufacturer and marketer of commercial, industrial and institutional Integrated Digital Video Management Systems. Pelco utilizes authorized representatives in geographic market territories based on a company's capabilities and meeting the training requirements of product certification. Secure Controls is a factory authorized and certified System Integrator to sell, install, warranty, and service Pelco cameras and Digital Video Management Solutions (Endura, DS, VideoXpert). As an authorized Integrator, they are provided direct purchasing of Pelco products from our factory.

Please feel free to contact me at the number below should you have any further questions or concerns.

Regards,

Todd Brodrick  
Southwest US - Director  
+1-559-313-9976



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San Antonio, TX 78249 Fax (210) 530 5247

## UNDERSTANDING SCOPE OF WORK

February 5, 2016

Fort Bend County Purchasing Department  
301 Jackson, Suite 201  
Richmond, TX 77469  
Debbie Kaminski, CPPB Assistant County Purchasing Agent  
Email: [Debbie.Kaminski@fortbendcountytx.gov](mailto:Debbie.Kaminski@fortbendcountytx.gov)

**PROJECT:** *CCTV System Upgrade at Jail*  
**PROJECT#:** *RFP No. 16-055*  
**RE:** *Proposal Requirements Section 12.4, Tab 1 –Understanding Scope of Work*

Secure Control Systems, Inc (SCS) is pleased to present the following quote for supply, programming, setup and installation of materials as outlined in RFP 16-055.

SCS understands this contract to include supply of all materials listed below including patch cables and connectivity to existing county network equipment and infrastructure.

The goal of Fort Bend County's use of the Pelco VideoXpert system is to be a starting point for future expansion of the CCTV system with a flexible interface that will allow future storage and the transfer of additional existing cameras and the addition of new future cameras.

SCS will accomplish this installation in the following manner:

Upon approval SCS will order all materials and set up a fully operation system at our offices to ensure all equipment is communicating and working properly. There will be a burn in period of approximately one week while testing occurs to ensure equipment is free of DOA or failing components. Coordination will be done with the county to ensure proper addressing of all equipment.

During this time a site visit will be made by an SCS technician to map out all ports and locations required for the installation and to make sure all necessary network, power and preparations have been made on the County's part. An installation date will then be coordinated.

Upon arriving on site with the equipment, SCS technicians certified on the Pelco VideoXpert system will again review all site conditions to plan for minimal camera downtime and control room disturbance. All servers, decoders and workstations will be installed and started up prior and checked for proper communication on the network prior to taking down any existing equipment.

Once communication is established between the server and workstation components, SCS will tie in any existing IP cameras to be on the system. After assigning these cameras to the recording pool and testing for visual status in the control room workstation, work will begin to remove one existing Pelco DX8100 at a time so that the encoders can be installed in the available rack space created. The video signals will loop through the encoders so that the video continues to pass through to the existing matrix to maintain the existing integration on the county's Wonderware based HMI control system. The cameras on the first encoder will then be verified from the workstation. Once this is accomplished, the next DX8100 will be changed out for an encoder in the same manner and likewise for the third encoder until all cameras are on the new system and all encoders are installed. Any other equipment not previously able to be rack mounted will then be placed in the space provided by the removal of the DX8100 units.

Upon completion and verification of operation of all equipment and servers, our technicians will then optimize configurations for desired quality and storage capacity settings. SCS will then clean up all debris and hand over to the county all equipment removed. Training will then be scheduled to occur on the final day.



16103 University Oak      Phone (210) 530 5245  
San Antonio, TX 78249      Fax (210) 530 5247

Schedule

- Contract award/ NTP
  - Submittal documentation (1 week) – Submit 1 week after award
  - Order materials immediately (1 days) – Receive 3-4 weeks after award
  - In-House set up and testing (5 days) – 5 weeks after award
  - Schedule installation
  - Installation (1 day to review site and prepare for install – 3 days to install, program and train).
  - **Total time – 6-7 weeks after award**
-





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## COST

February 5, 2016

Fort Bend County Purchasing Department  
301 Jackson, Suite 201  
Richmond, TX 77469  
Debbie Kaminski, CPPB Assistant County Purchasing Agent  
Email: [Debbie.Kaminski@fortbendCountytx.gov](mailto:Debbie.Kaminski@fortbendCountytx.gov)

**PROJECT:** *CCTV System Upgrade at Jail*  
**PROJECT#:** *RFP No. 16-055*  
**RE:** *Proposal Requirements Section 12.4, Tab 2 –Cost / Pricing Detail*

### Inclusions

#### Equipment/ Materials Supplied

- (1) VideoXpert Core Media gateway server (Windows Server 2012 based)
- (1) Video Xpert 96TB Enterprise NSM
- (1) Video Xpert operator workstation
- (1) Video Xpert Decoder with mount
- (1) Video Xpert Accessory Server
- (1) Video Xpert Enhanced keyboard and 3D mouse
- (3) NET5516-US Encoders to be used in place of (3) existing DX8100 DVRs to free up rack space for the Video Xpert System.

#### Labor and all associated cost

- Engineering and design of system/submittals
- Programming of system
- Installation of equipment/ materials
- Disconnect existing equipment per specifications.
- Installation of new equipment
- Training per specifications
- Warranty per specifications

### Exclusions

- CAT6 field cabling, conduit and/or flex, network connections and POE drops.
- New equipment rack. Existing rack space will be used.
- Cameras, Mounts, pendants, or back boxes.
- Additional cameras.

### COST

1. Materials & Equipment	\$55,500.00
2. Travel / Site Costs	\$2,950.00
3. In House Setup, Testing & Field Labor	\$16,500.00

Total Price: \$74,950.00



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February 29, 2016

Fort Bend County Purchasing Department  
301 Jackson, Suite 201  
Richmond, TX 77469  
Debbie Kaminski, CPPB Assistant County Purchasing Agent  
Email: [Debbie.Kaminski@fortbendCountytx.gov](mailto:Debbie.Kaminski@fortbendCountytx.gov)

**PROJECT:** *CCTV System Upgrade at Jail*  
**PROJECT#:** *RFP No. 16-055*  
**RE:** *Response to post-award questions*

Specific Warranty Information:

1. All Pelco (by Schneider Electric) products provided come with a 3-year manufacturer's warranty that begins on the date of purchase by Secure Control Systems, Inc.
2. As per the scope of work provided by Secure Control Systems for the above referenced project, we shall guarantee that the workmanship performed shall be free from defects for one year from the date of substantial completion which is to be determined.

Secure Control Systems upon notice and without undue delay or expense to the Owner, will make good or repair the whole or any part of the work which shall fail or become unfit for the purpose for which it is intended within one year after the date of acceptance of the completed work. This repair will be made assuming maintenance has been performed at regularly scheduled intervals as necessary and does not cover normal wear conditions anticipated for the product.

As the network and power infrastructure on this project is not under the scope of work of Secure Control Systems, Inc., we cannot guarantee the workmanship or products associated with the network, cabling or power infrastructure. If Secure Control Systems, Inc. is called to the site to perform warranty work and the cause of the problem is found to be due to systems other than those Secure Control Systems, Inc. provided, Fort Bend County will be invoiced at a rate of \$125/hr plus travel costs for the time used.

Secure Control Systems, Inc. recommends that there are means for remote connection for simple configuration changes and checking of settings. This will greatly speed up the response times for warranty issues and minimize costs to the county for service outside the warranty scope or warranty period.



16103 University Oak    *Phone* (210) 530 5245  
San Antonio, TX 78249    *Fax* (210) 530 5247

Emergency Service:

1. An emergency call for a Video Xpert certified technician to be on site will incur a cost of \$1400.00 per day which includes travel, lodging and per diem costs. If a full two weeks is required, the total cost extends to \$19,600.00. Tax, if applicable, is not included.

Sincerely,

Aaron Mendenhall

Project Manager

# EXHIBIT B

## Chapter 2258 of the Texas Government Code Requirements

### Prevailing Wages

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX160297 01/08/2016 TX297

Superseded General Decision Number: TX20150297

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

0                            01/08/2016

ASBE0022-009 06/01/2015

Rates            Fringes



POWER EQUIPMENT OPERATOR

Cranes \$ 34.85 9.85

\* IRON0084-002 06/01/2015

IRONWORKER (ORNAMENTAL AND STRUCTURAL) \$ 23.02 6.35

PLAS0079-004 01/01/2010

PLASTERER \$ 19.42 1.00

PLUM0068-012 10/01/2013

PLUMBER (Excludes HVAC Pipe Installation) \$ 31.30 9.49

PLUM0211-010 10/01/2013

PIPEFITTER (Including HVAC Pipe Installation) \$ 29.39 10.31

SHEE0054-003 07/01/2014

SHEET METAL WORKER (Excludes HVAC Duct and Unit  
Installation) \$ 25.67 12.39

SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
DRYWALL FINISHER/TAPER	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.10	0.00



LABORER: Common or General	\$ 10.79	0.00
LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94

OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
Painter (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18

TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

**\*Amended 2/1/16**

4.) All decisions by the Administrative Review Board are final.

# Exhibit C

Fort Bend County

Travel Policy Summary

Effective August 1, 2015



**Fort Bend County**  
**Travel Policy Summary**  
**Effective August 1, 2015**  
*Summary Revised 09.21.15*

This is a summary of the Travel Policy, it is the travelers responsibility to read the entire Travel Policy located at <http://econnect/modules/showdocument.aspx?documentid=876> prior to making any travel reservations. Failure to comply with the Travel Policy will result in delay of travel reimbursement or traveler covering cost of travel. For questions regarding the policy or making reservations call the Auditor's Office 281-341-3763 or after hours at 281-684-7292.

**Hotels** – Reimbursable rates are limited to the GSA Per Diem Limits per day, per city not including taxes. The rates, which vary by month, are located on the GSA website [http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts)

State Contract Hotels are available at discounted rates. Traveler must verify the state rate per night is less than the GSA rate when reserving hotel room or the traveler will only be reimbursed at the GSA rate plus taxes <http://www.window.state.tx.us/procurement/prog/stmp/>

Traveler can stay at the host hotel if the host hotel offers a group rate and the traveler is able to reserve the room at the group rate. ***If no more group rate rooms are available the traveler will need to find other accommodations within the GSA reimbursable rates.***

- Valet parking will not be reimbursed if self-parking is available.
- FBC is exempt from sales tax not hotel tax so you must pay all taxes at the hotel.
- Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.
- Fees not allowable: Internet, phone charges, laundry, safe fees etc.
- Gratuities: Gratuities are not reimbursable for any lodging services.

**Airfare**- is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. When using Southwest Airlines a traveler should choose the "wanna get away" flight category. Unallowable expenses include trip insurance, early bird check In, front of the line, leg room and fare changes for personal reasons.

**Rental Cars**- Traveler must use state contract rates with AVIS and Enterprise located at <http://www.window.state.tx.us/procurement/prog/stmp/>

No add on cost (additional insurance, prepaid fuel, GPS, premium radio etc.) The state contract rates already include insurance so additional insurance is not necessary. ***Refer to the travel policy for details on booking your rental car reservations using the state contracts.***

**Meals Per Diem** –\$36 in state and \$48 out of state. First and last day of travel are paid at 75% of daily per diem rate (first and last day travel per diem rates \$27 in state and \$36 out of state)

**Mileage Reimbursements** – Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location.

**Contract Rental Car Rates (September 1-2015- August 31, 2016) - State of Texas Rates**



CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$33.50	\$201.00	\$35.00	\$210.00
Intermediate	\$35.50	\$213.00	\$37.00	\$222.00
Full-Size	\$37.50	\$225.00	\$39.00	\$234.00
Minivan	\$47.50	\$285.00	\$52.00	\$312.00
SUV Mid-Size	\$47.50	\$285.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

**Contract Rental Car Rates (September 1-2015- August 31, 2016) - Out of State Rates**

CAR TYPE	AVIS / BUDGET		ENTERPRISE / NATIONAL	
Compact	\$35.50	\$213.00	\$35.00	\$210.00
Intermediate	\$37.50	\$225.00	\$37.00	\$222.00
Full-Size	\$39.50	\$237.00	\$39.00	\$234.00
Minivan	\$49.50	\$297.00	\$52.00	\$312.00
SUV Mid-Size	\$49.50	\$297.00	\$56.00	\$336.00
SUV Large	n/a	n/a	\$89.00	\$534.00

**GSA Reimbursable Hotel Rates for the State of Texas October 2015 – September 2016. All other states are online.**

		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
		15	15	15	16	16	16	16	16	16	16	16	16
Standard Rate	City/County not listed	89	89	89	89	89	89	89	89	89	89	89	89
Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine	149	149	149	149	149	149	149	149	149	149	149	149
Austin	Travis	135	135	135	159	159	159	135	135	135	135	135	135
Bio Springs	Howard	171	171	171	171	171	171	171	1471	171	171	171	171
College Station	Brazos	114	114	114	114	114	114	114	114	114	114	114	114
Corpus Christi	Nueces	105	105	105	105	105	105	105	105	105	105	105	105
Dallas	Dallas	125	125	125	138	138	138	138	138	138	125	125	125
El Paso	El Paso	95	95	95	95	95	95	95	95	95	95	95	95
Galveston	Galveston	99	99	99	99	99	99	99	99	129	129	129	99
Houston	Montgomery / Fort Bend / Harris	131	131	131	131	147	147	147	147	131	131	131	131
Laredo	Webb	99	99	99	99	99	99	99	99	99	99	99	99
McAllen	Hidalgo	93	93	93	93	93	93	93	93	93	93	93	93
Midland	Midland	185	174	174	174	185	185	185	185	185	185	185	185
Pearsall	Frio / Medina / La Salle	119	119	119	119	119	119	142	142	119	119	119	119



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Secure Control Systems, Inc.  
San Antonio , TX United States

Certificate Number:  
2016-9679

Date Filed:  
02/05/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

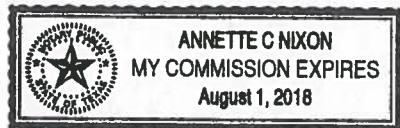
RFP No. 16-055  
Proposal for CCTV System Upgrade at Jail Fort Bend County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Secure Control Systems, Inc.	San Antonio , TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brian C. Mikiten, this the 5 day of Feb, 2016, to certify which, witness my hand and seal of office.

*Annette C. Nixon*  
Signature of officer administering oath

Annette C. Nixon  
Printed name of officer administering oath

Business Manager  
Title of officer administering oath