

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO
AGREEMENT FOR DIGITAL INFORMATION SYSTEM
RFP 12-023

This FIRST AMENDMENT of the AGREEMENT FOR DIGITAL INFORMATION SYSTEM RFP 12-023 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Linear Systems (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about May 22, 2012, the Parties entered into AGREEMENT FOR DIGITAL INFORMATION SYSTEM RFP 12-023 attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, Contractor has rendered and County has issued payment for, those Services identified in the Original Scope of Services as Exhibit A;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement to add additional services which will be identified as Exhibit B; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Contractor shall render Services to County as defined in the Scope of Service (attached hereto Exhibit B).
2. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by forty-six thousand, four hundred and eighty-one dollars and 20/100 (\$46,481.20) for the Services in Exhibit B. In no case shall the amount paid by County for the Services described in Exhibit B exceed the Maximum Compensation without written approval by both parties.
3. Except as modified herein, any prior executed document remains in full force and effect and has not been modified or amended. In the event of conflict among documents, the contents of the most recently executed document shall prevail with regard to the conflict.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

COUNTY: FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

CONTRACTOR: LINEAR SYSTEMS

By: _____

Name: Johnny Heusch

Title: OPERATIONS MANAGER

Date: 3/2/17

ATTEST:

Name

Date: _____

Attachments:

EXHIBIT ONE: AGREEMENT FOR DIGITAL INFORMATION SYSTEM RFP 12-023

EXHIBIT B: FORT BEND PD DIMS STORAGE UPGRADE & TRADE-IN 48.0 OTB DATED 2.10.17

AUDITOR'S CERTIFICATE 46,481.20

I hereby certify that funds are available in the amount of \$ 71,185.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT ONE:
AGREEMENT FOR DIGITAL INFORMATION SYSTEM RFP 12-023

AS ATTACHED TO
FIRST AMENDMENT TO
AGREEMENT FOR DIGITAL INFORMATION SYSTEM
RFP 12-023

STATE OF TEXAS

§

COUNTY OF FORT BEND

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§

AGREEMENT FOR DIGITAL INFORMATION SYSTEM
RFP 12-023

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 Linear Systems (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide goods and services related to the installation of a digital information system (hereinafter "Services") pursuant to RFP 12-023; 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

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 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.

2.2 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.

Article III. Compensation and Payment

3.1 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 one hundred and twenty-four thousand seven hundred and three dollars and 80/100 (\$124,703.80). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services 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. Payment will be made in accordance with those payment procedures set forth in Section 3.3 below.

3.3 It is understood and agreed that payments will be made to Contractor by County based on the following procedures: Upon provision of the goods and 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 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.

Article IV. Limit of Appropriation

4.1 Prior to execution of this Agreement, Contractor has been advised by County, and 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 one hundred and twenty-four thousand seven hundred and three dollars and 80/100 (\$124,703.80), specifically allocated to fully discharge any and all liabilities which may be incurred by County.

4.2 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 hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and twenty-four thousand seven hundred and three dollars and 80/100 (\$124,703.80).

Article V. Time of Performance

It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than thirty (30) days thereafter. Tasks described in the Scope of Services shall be completed within this time or within such additional time as may be extended by the County.

Article VI. Modifications

Any modifications to this Agreement must be in writing and must be signed by both parties.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon fifteen (15) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 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;

7.2.1.2 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.

7.2.2 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 7.1 above.

7.3 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.

7.4 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.

Article VIII. 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. All such data and material shall be promptly furnished to County on request.

Article IX. 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.

Article X. Insurance

10.1 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:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability Insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 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 that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND 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.

Article XII. Confidential and Proprietary Information

12.1 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 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 furnished by County to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 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 turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 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.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOVT 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.

Article XIII. Independent Contractor

13.1 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.

13.2 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.

Article XIV. Contract Administration

14.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Sheriff's Office, 1410 Williams Way Blvd., Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under

this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

14.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to Linear Systems, 8403 Maple Place, Rancho Cucamonga, California 91730, or such other place or places as Contractor may designate by written notice delivered to County.

Article XV. 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 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.

16.2 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.

Article XVII. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Article XVIII. Applicable Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. 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.

Article XX. Publicity

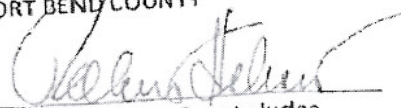
Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXI. Conflict

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

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 22 day of May, 2012.

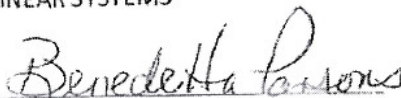
FORT BEND COUNTY

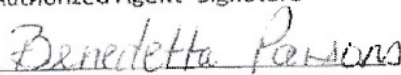

Robert E. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

LINEAR SYSTEMS


Authorized Agent- Signature


Authorized Agent- Printed Name

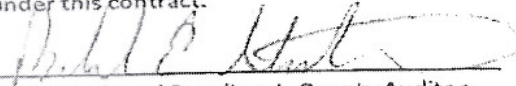
CFO
Title

5/3/2012
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$124,703.70 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

Fort Bend County Sheriff's Office DIMS Proposal

3/28/2012

1:13 PM

RFP 12-023

Equipment

Digital Information Management System Acquisition Solution

#1S-12S DIMS Enhanced Performance Digital Acquisition Station Kiosk

- DIMS Systems Enhanced Performance Digital Asset Acquisition Station w/o DIMS
- Intel i5 4.0GB RAM w/ enhanced graphics processor unit
- 32 mode high performance multi-function reader
- Double layer DVD writer w/ DIMS Writer Module
- 1.0TB upgrade Acquisition Station & External Subsystem
- 22" LCD high-def high-res Acquisition Station display upgrade
- MS Windows 7.0 SP1
- DJMS External Subsystem w/ controller 1.0TB USB black
- SMART1000LCD line interactive UPS system 1000VA/500W
- Installation @ Linear
- Energy Star compliant components

Phase	Quantity	Unit \$	Extended \$	Total \$
Phase 1	7	\$1,995.60	\$13,969.20	\$26,042.80
	7	\$0.00	\$0.00	
	7	\$0.00	\$0.00	
	7	\$160.00	\$1,120.00	
	7	\$490.00	\$3,430.00	
	7	\$120.00	\$840.00	
	7	\$0.00	\$0.00	
	7	\$368.80	\$2,581.60	
	7	\$186.00	\$1,302.00	
	7	\$400.00	\$2,800.00	
	7	\$0.00	\$0.00	

\$30,680.00

Digital Information Management System Software

Linear DIMS 2 Core software multi-user single-station license

- DIMS 2 Core software w/ Linear 64-Bit image encryption authentication/validation module
- DIMS RAW Image File Decoder for comparative analysis
- DIMS Core Browser Module (unlimited user license)
- DIMS Live Lab Command Console Module
- DIMS Audio Acquisition Module
- DIMS Audio Transcription Module for digital pocket recorders (requires Audio Module)
- DIMS Transcription Enhanced Foot Pedal (requires DIMS Transcription & Audio Module)
- DIMS Digital Video Acquisition Module
- DIMS In-car Digital Video Acquisition Module (import from existing system export)
- DIMS Disaster Recovery Offsite Storage Module DVD/Blu-ray (requires DIMS Writer)
- DIMS AFIS Export Module w/ 1:1 calibration (requires DIMS)
- DIMS Photoshop Export w/ Advanced Audit Tracking (requires Photoshop & DIMS)
- GTL LazerPhone Audio Management system file compatibility
- Renova VisManager Inmate Video Visitation System file compatibility
- DIMS Software Strategic Customer Upgrade Program

Phase 1	7	\$995.00	\$6,965.00	\$30,680.00
	7	\$0.00	\$0.00	
	7	\$0.00	\$0.00	
	1	\$995.00	\$995.00	
	7	\$995.00	\$6,965.00	
	1	\$550.00	\$550.00	
	1	\$250.00	\$250.00	
	7	\$995.00	\$6,965.00	
	2	\$995.00	\$1,990.00	
	1	\$500.00	\$500.00	
	1	\$250.00	\$250.00	
	1	\$250.00	\$250.00	
	1	\$2,500.00	\$2,500.00	
	1	\$2,500.00	\$2,500.00	
	7	\$0.00	\$0.00	

*** DIMS license includes unlimited users per station

*** DIMS license includes lifetime software support & free version upgrades

*** There are no recording fees for DIMS software

DIMS Lab Solutions

Linear DIMS Crime Lab Module comparative analysis enhancement

- DIMS Crime Lab v1.0 Suite comparative analysis for ID
- DIMS HDR & tone mapping solution
- DIMS Software Strategic Customer Upgrade Program

Phase 1	1	\$995.00	\$995.00	\$33,595.00
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	

\$33,595.00

Linear DIMS Report Module

- DIMS Advanced Report Generation Program v1.0 for log extraction
- DIMS Statistical Module for Advanced Report Generation Program
- DIMS Software Strategic Customer Upgrade Program

Phase 1	1	\$2,600.00	\$2,600.00	\$2,600.00
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	

\$10,355.00

Linear Digital Interview Room Management System

Linear Digital Interview Room Capture Station Tower

- DIMS RAID 1 w/ 2.0TB Windows 7 64-bit
- Intel i7 quad-core 8 thread Extreme Processor 8.0GB RAM w/ enhanced graphics processor
- 22" LCD high-def high-res display w/ speakers
- Double layer DVD writer w/ DIMS Writer Module
- Linear Interview Room Management System for 1 room license
- *** Each license supports 1 interview room w/ single audio channel & 2 cameras each
- *** System supports PIP or side-by-side for 2 cameras per room w/ audio level meters
- DIMS Interview Management System Integration Module (requires DIMS)
- Video/audio inputs preinstalled for analog or digital IP (accommodates 1 room)
- DIMS frame capture board for analog cameras (2 analog + 1 audio inputs) or
- DIMS digital IP camera interface (2 digital IP + 1 analog audio inputs)
- Digital IP camera PTZ control software
- 1000 hour capacity interview room data storage
- Polygraph Data Integration Module (1 per solution)
- DIMS Digital Interview Browser Interface unlimited user license (requires DIMS ImageServer)
- *** DIMS ImageServer license includes unlimited users & unlimited camera not users
- *** DIMS ImageServer license includes 5 years software support & version upgrades
- *** This quote does not include cameras, microphones, input and output cables
- *** This quote does not include wiring (see additional requirements for building)

Phase 1	1	\$4,960.00	\$4,960.00	\$10,355.00
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	
	1	\$995.00	\$995.00	
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	
	1	\$0.00	\$0.00	
	1	\$400.00	\$400.00	
	1	\$0.00	\$0.00	
	1	\$2,500.00	\$2,500.00	
	1	\$1,500.00	\$1,500.00	

Digital Information Management System Solution Installation & Training

Installation, integration, calibration, testing, & QC
 Man/days onsite per day including travel Zone #3 (adjust as needed)
 Supervised remote access software support & upgrades (Internet access required)
 *** Installation does not include offsite for Acquisition Stations at area commands

Phase I

2 \$1,500.00 \$3,000.00
 1 \$0.00 \$0.00

\$5,000.00

\$4,800.00

Administrator training, user training, & advanced training
 Man/days onsite training per day w/ install including travel Zone #3 (adjust as needed)
 Follow-up online, telephone, or at Linear unlimited at no charge

Phase I

1 \$1,800.00 \$1,800.00
 1 \$0.00 \$0.00

\$1,800.00

\$0.00

Digital Information Management System Acquisition Maintenance & Support

Depot maintenance & support contract for Acquisition Stations
 1 year parts & labor depot service (at Linear)
 Lifetime DIMS software version upgrades & maintenance
 Lifetime DIMS telephone technical support software (normal business hours)
 ** 1 year depot included in initial purchase **

Phase I

7 \$0.00 \$0.00
 7 \$0.00 \$0.00
 7 \$0.00 \$0.00

\$0.00

\$5,724.00

Digital Information Management System ImageServer Maintenance & Support

Onsite maintenance & support contract for ImageServers
 1 year onsite DIMS ImageServer 16.0TB per unit
 1 year onsite DIMS RNSS FailSafe RAID 16.0TB system per unit
 1 year onsite DIMS Interview Room Management System computer system only per unit
 Lifetime ImageServer software version upgrades & maintenance
 Lifetime ImageServer telephone technical support software (normal business hours)

Phase I

1 \$3,121.00 \$3,121.00
 1 \$1,343.00 \$1,343.00
 1 \$1,260.00 \$1,260.00
 1 \$0.00 \$0.00
 1 \$0.00 \$0.00

\$5,724.00

\$148,657.80

Linear Preferred Customer Discount
 Errors & Omissions Professional Liability Insurance (Option)
 Subtotal
 Sales Tax
 Shipping

Yes

\$3,000.00

\$123,903.80

0.00% \$0.00

\$800.00

\$124,703.80

*** Discount only applies if agency purchases ALL components at listed price on this quote. ***

*** All listed capacities assume 1.0TB = 1,000,000,000,000 bytes. ***

*** If Redundant FailSafe Storage ImageServer or RNSS is not purchased, Agency must supply RAID disc storage equivalent to ImageServer storage. ***

Linear Systems
 Rancho Cucamonga, CA
 909.899.4345
 909.899.4346 fax
www.linear-systems.com

LINEAR SYSTEMS
 LAW ENFORCEMENT
 DIVISION

Quoted by: Chris Parsons
 Johnny Heusch

Valid until: 6/26/2012
 Terms: N-30
 Ship Via: FedEx

Upgrades
 Options

EXHIBIT B:
FORT BEND PD DIMS STORAGE UPGRADE &
TRADE-IN 48.0 OTB DATED 2.10.17

AS ATTACHED TO
FIRST AMENDMENT TO
AGREEMENT FOR DIGITAL INFORMATION SYSTEM
RFP 12-023

Fort Bend PD DIMS Storage Upgrade & Trade-In 48.0TB

2/10/2017

11:04 AM

Equipment	Phase	Quantity	Unit \$	Extended \$	Total \$
Digital Information Management System Acquisition Solution					\$20,883.20
#LS-125 DIMS Enhanced Performance Digital Acquisition Station Kiosk	Phase II				\$19,603.20
DIMS Systems Enhanced Performance Digital Asset Acquisition Station w/o DIMS		8	\$1,995.60	\$15,964.80	
Intel i5 8.0GB RAM w/ enhanced graphics processor unit		8	\$0.00	\$0.00	
32 mode high performance multi-function reader		8	\$0.00	\$0.00	
22" LCD high-def high-res Acquisition Station display w/ speakers		8	\$0.00	\$0.00	
MS Windows 10 64-bit		8	\$0.00	\$0.00	
DIMS Internal Subsystem w/ controller 1.0TB		8	\$368.80	\$2,950.40	
SMART1000LCD line interactive UPS system		8	\$186.00	\$1,488.00	
Installation @ Linear		8	\$400.00	\$3,200.00	
Preferred Customer Trade-in + Discount Program		8	(\$500.00)	(\$4,000.00)	
#LS-125 DIMS Enhanced Digital Acquisition Station options	Phase II				\$1,280.00
Blu-ray /R /RE 50GB 4x writer w/ DIMS Writer Module		0	\$999.00	\$0.00	
Double layer DVD writer w/ DIMS Writer Module		8	\$160.00	\$1,280.00	
1.0TB upgrade Acquisition Station & External Subsystem		0	\$490.00	\$0.00	
2.0TB upgrade Acquisition Station & External Subsystem		0	\$690.00	\$0.00	
24" LCD high-def high-res Acquisition Station display upgrade		0	\$140.00	\$0.00	
Dual 22" LCD high-def high-res displays on Ergotron		0	\$480.00	\$0.00	
DIMS Enhanced foot pedal for audio transcription module		0	\$250.00	\$0.00	
Digital voice recorder for law enforcement (includes manufacturer's audio codec license)		0	\$59.95	\$0.00	
Adobe Photoshop CS5 Extended w/ Photogrammetry Full		0	\$995.00	\$0.00	
Adobe Photoshop CS5 Extended w/ Photogrammetry Upgrade		0	\$330.00	\$0.00	
Digital Information Management System ImageServer Solution					\$13,499.00
#LS-6200XR DIMS Database Case Management Decoding ImageServer Rackmount 48.0TB	Phase II				\$13,499.00
DIMS RAID 6 CMS 2U rack chassis w/ redundant 500W power supplies		1	\$14,999.00	\$14,999.00	
48.0TB RAID 6		1	\$0.00	\$0.00	
12.0TB auto hot spare auto rebuild (48.0TB total drive capacity 36.0TB usable)		1	\$0.00	\$0.00	
6.0TB RAID certified server class high speed hard drives		1	\$0.00	\$0.00	
RAID controller w/ write cache battery backup module		1	\$0.00	\$0.00	
DIMS Storage Solution O/S		1	\$0.00	\$0.00	
DIMS Extended Dynamic Volume Allocation Array Module		1	\$0.00	\$0.00	
Installation @ Linear		1	\$1,000.00	\$1,000.00	
Preferred Customer Trade-in + Discount Program		1	(\$2,500.00)	(\$2,500.00)	
#LS-6200XT DIMS Database Case Management Decoding ImageServer Tower 48.0TB	Option				
DIMS ImageServer Tower redundant 500W power supplies 12 SATA II bays 7 5/8" bays					
*** This unit requires add-on chassis for upgrade beyond 48.0TB					
*** This unit does not include UPS					
Digital Information Management System Archive Storage					\$13,499.00
#LS-6200XR-FS DIMS archive Redundant Network Storage Solution Failsafe 48.0TB	Phase II				\$13,499.00
DIMS RAID 6 CMS 2U rack chassis w/ redundant 500W power supplies		1	\$14,999.00	\$14,999.00	
48.0TB RAID 6		1	\$0.00	\$0.00	
12.0TB auto hot spare auto rebuild (48.0TB total drive capacity 36.0TB usable)		1	\$0.00	\$0.00	
6.0TB RAID certified server class high speed hard drives		1	\$0.00	\$0.00	
RAID controller w/ write cache battery backup module		1	\$0.00	\$0.00	
DIMS ImageServer O/S FailSafe		1	\$0.00	\$0.00	
DIMS Extended Dynamic Volume Allocation Array Module		1	\$0.00	\$0.00	
Installation @ Linear		1	\$1,000.00	\$1,000.00	
Preferred Customer Trade-in + Discount Program		1	(\$2,500.00)	(\$2,500.00)	
#LS-6200XT-FS DIMS archive Redundant Network Storage Solution Failsafe 48.0TB	Option				
DIMS ImageServer Tower redundant 500W power supplies 12 SATA II bays 7 5/8" bays					
*** This unit requires add-on chassis for upgrade beyond 24.0TB					
*** This unit does not include UPS					
Digital Information Management System Archive Storage (3rd Repository)					\$0.00
#LS-600XR DIMS real-time online archive Redundant Network Storage Solution 48.0TB	Phase II				\$0.00
DIMS RAID 5 Network Attached Storage System		1	\$7,972.00	\$7,972.00	
48.0TB RAID 5		1	\$0.00	\$0.00	
12.0TB auto hot spare (48.0TB total drive capacity 36.0TB usable)		1	\$0.00	\$0.00	
Installation @ Linear		1	\$800.00	\$800.00	
Preferred Customer Trade-in + Discount Program		1	(\$8,772.00)	(\$8,772.00)	

Digital Information Management System Solution Service

				\$1,600.00
Instal a	Phase II			\$0.00
Man/days onsite per day including travel	0	\$1,500.00	\$0.00	
Supervised remote access software support & upgrades (Internet access required)	1	\$0.00	\$0.00	
*** Installation does not include offsite for Acquisition Stations at area commands				
Depot maintenance & support contract Zone #3	Phase II			\$0.00
1 year parts & labor depot service (@ Linear)	8	\$0.00	\$0.00	
5 Years DIMS software version upgrades & maintenance	8	\$0.00	\$0.00	
5 Years DIMS telephone technical support software only (normal business hours)	8	\$0.00	\$0.00	
Maintenance & support contract Zone #3	Phase II			\$1,600.00
1 year onsite Case Management Decoding ImageServer Rackmount 48.0TB	1	\$0.00	\$0.00	
1 year depot Redundant Network Storage Solution 48.0TB	1	\$0.00	\$0.00	
1 year depot NAS DIMS RAID 5 Redundant Network Storage 48.0TB	1	\$0.00	\$0.00	
24/7 telephone support option 1 year System Administrator per ImageServer/FailSafe	2	\$800.00	\$1,600.00	
				\$49,481.20

Return Interrogation (\$1000.00) + Rimage (\$2500.00)			(\$3,500.00)
No Errors & Omissions Coverage	No		\$0.00
Subtotal			\$45,981.20
Sales Tax	0.00%		\$0.00
Shipping			\$500.00
			<u>\$46,481.20</u>

*** Pricing is based on trade-in of existing systems ***
 *** New equipment will be shipped in advance for data transfer ***
 *** This pricing is based on "Sole Source" procurement. If this purchase requires a RFP, pricing will be higher. ***
 *** All listed capacities assume 1.0TB = 1,000,000,000,000 bytes. ***
 *** If Redundant FailSafe Storage ImageServer or RNSS is not purchased, IT Department must supply RAID disc storage equivalent to ImageServer storage. ***

Upgrades
Options

Linear Systems Inc.
 Rancho Cucamonga, CA
 909-899-4345
 909-899-4346 fax
www.linear-systems.com

LINEAR SYSTEMS
LAW ENFORCEMENT
DIVISION

Quoted by: Johnny Hentsch
 Email: johnny@linear-systems.com
 Quoted by: Alex Medina
 Email: alex@linear-systems.com

Valid until: 3/12/2017
 Terms: N-30
 Ship Via: Truck
 GSA #: GS-35F-0547K

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

Certificate Number:
2017-173844

Date Filed:
03/02/2017

Date Acknowledged:

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

Linear Systems, Inc
Rancho Cucamonga, CA United States

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

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 services, goods, or other property to be provided under the contract.

#22147

Identification #22147 Upgrade RFP12-023 Digital Media Evidence Management and Storage System

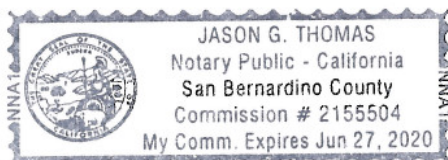
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Benedetta Parsons
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Benedetta Parsons, this the 2nd day of March, 2017, to certify which, witness my hand and seal of office.

Jason G. Thomas
Signature of officer administering oath

Jason G. Thomas
Printed name of officer administering oath

Notary Public
Title of officer administering oath