

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR SECURITY CONSULTING SERVICES

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 Techknowledge Consulting Corporation (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide security consulting services (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; 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

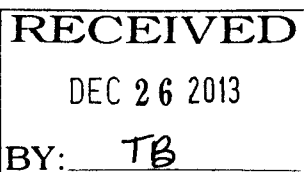
Section 1. Scope of Services

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

Section 2. 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.



1/10/14 2 originals returned to Norma at Purchasing

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. Out of town travel expenses associated with the Agreement shall be reimbursed at cost upon proper submission of expense records to County, subject to the terms and conditions of the County Travel Reimbursement Requirements for Fort Bend County Employees. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-nine thousand eight hundred and eighty dollars and no/100 (\$79,880). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 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.

3.3 County will pay Contractor based on the following procedures: On a monthly basis, 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.

3.4 County does not agree to pay any attorney's fees, court costs, or other collection costs incurred by Contractor in any way associated with the Agreement

Section 4. Limit of Appropriation

4.1 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 seventy-nine thousand eight hundred and eighty dollars and no/100 (\$79,880), specifically allocated to fully discharge any and all liabilities County may incur.

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 and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed seventy-nine thousand eight hundred and eighty dollars and no/100 (\$79,880).

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 end no later than twelve (12) months thereafter.

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

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 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.

6.3 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

7.1 Termination for Convenience

7.1.1 Either party may terminate this Agreement at any time upon thirty (30) 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.

Section 8. Ownership and Reuse of Documents

Except for work copyrighted prior to the execution of this Agreement, 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

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.

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

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 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.

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 promptly 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. 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. This Agreement is not proprietary or confidential information.

Section 13. 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.

Section 14. Notices

14.1 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).

14.2 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 Facilities Management & Planning
Department
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Techknowledge Consulting Corporation
6575 West Loop South, Suite 110
Bellaire, Texas 77401

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 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.

14.3.2 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

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.

Section 17. Assignment and Delegation

17.1 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.

17.2 Neither party may delegate any performance under this Agreement.

17.3 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

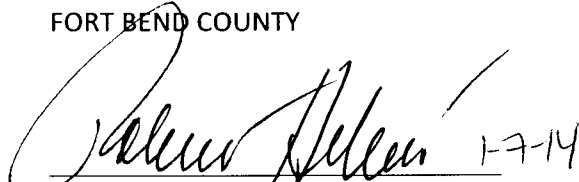
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

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 _____

FORT BEND COUNTY


Robert E. Hebert, County Judge

TECHKNOWLEDGE CONSULTING
CORPORATION

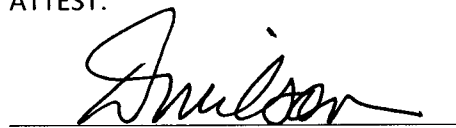

Authorized Agent Signature

DAVID J. JACOBS
Authorized Agent- Printed Name

PRINCIPAL
Title

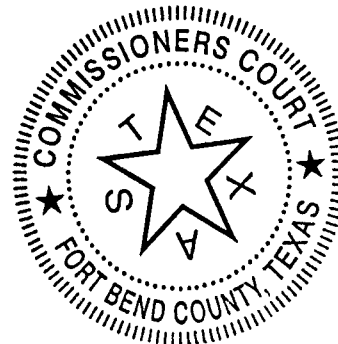
23 APR 2013
Date

ATTEST:


Dianne Wilson, County Clerk

APPROVED:


Don Brady, Director
Facilities Management & Planning Department



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 79,870⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

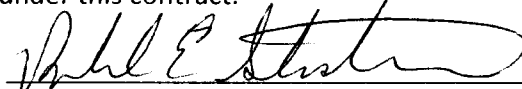

Robert Edward Sturdivant, County Auditor

EXHIBIT A

December 18, 2013

Mr. Don Brady
Fort Bend County
Director, Facilities Management & Planning
1517 Eugene Heimann Circle
Richmond, TX 77469

Dear Mr. Brady,

On behalf of the entire TechKnowledge team, we appreciate the opportunity to present this proposal for security consulting services to Fort Bend County. We understand Fort Bend County is preparing to migrate from the existing Diamond II, end-of-life product, to a new software platform. Upgrade options within the same family of access control products may be unsuitable due to cost, complexity, and historical experience with end-of-life products. Several options remain open to the County, including:

- Option A: Migration to Lenel OnGuard, the upgrade path from the current solution
- Option B: Retrofit of the existing Diamond II system with a traditional, field panel-based enterprise access control solution
- Option C: Retrofit of the existing Diamond II system with an IP-based, enterprise access control solution

TechKnowledge welcomes the challenges presented by this assignment. We are prepared to play an integral role in guiding Fort Bend County toward the most cost effective security choice. Once design selections have been made, the TechKnowledge team will then prepare drawings (if required) and specifications to acquire the chosen solution in the most cost effective manner. As the project progresses, we will lead the security deployment with our proven Precision Project Management[®] methodology, ensuring seamless coordination between the security integrator and the County.



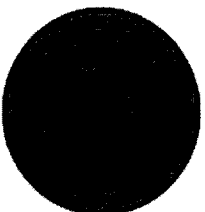
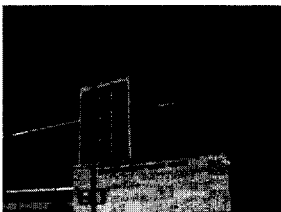

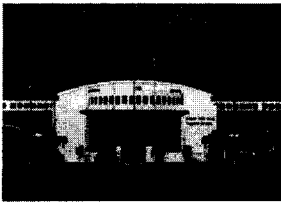




The proposal that follows details key tasks to be performed and estimated professional fees for our services. Our team of seasoned professionals is ready to begin work immediately. We look forward to becoming an integral member of your team and are on standby to answer any questions you might have. Thank you again for your consideration, and we hope to earn the right to serve you.




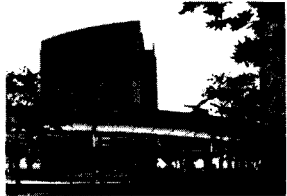



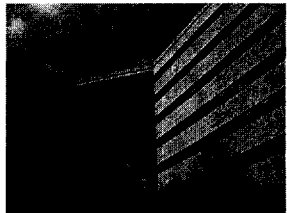
Sincerely,



David P. Cribbs, CPP, PSP
Security Director
TechKnowledge Consulting Corporation
6575 West Loop South, Suite 110
Bellaire, Texas 77401
713.840.7800 (o) | 713.828.1404 (c)
dcribbs@techknlg.com

EXPERIENCE

	<ul style="list-style-type: none"> • Technology Planning • Infrastructure & Cable Design • LAN/WAN Design • Data Center Design • Precision Project Management® 	
	<ul style="list-style-type: none"> • Strategic Technology Planning • Infrastructure & Cable Design • LAN/WAN Design • Data Center Design • Voice System Design • 911 Relocation • Acquisition & Selection • Migration Planning • Precision Project Management® 	
	<ul style="list-style-type: none"> • Strategic / Facility Planning • Wireless Networking • VoIP Design and Acquisition • Outside Plant Design • Structured Cabling Design • Peripheral Airport Systems • Precision Project Management® 	
	<ul style="list-style-type: none"> • Cable Infrastructure • Data Center Design • Precision Project Management® 	
	<ul style="list-style-type: none"> • Voice Systems • Technology AuditSM • LAN/WAN Design • Structured Cabling Design • Evaluation & Selection • Precision Project Management® 	

EXPERIENCE		
	<ul style="list-style-type: none"> • Cable Infrastructure Design • Voice Systems Design • Data Systems Design • A/V Systems Design • RFP and Procurement • Precision Project Management® 	
	<ul style="list-style-type: none"> • Security System Planning and Design • Systems Integration • RFP and Procurement • Precision Project Management® 	
	<ul style="list-style-type: none"> • Security System Planning and Design • Systems Integration • RFP and Procurement • Precision Project Management® 	
	<ul style="list-style-type: none"> • 17 New Building Bond Project Services • Technology Assessment • Technology Standards • Cabling Infrastructure • Audio Visual Design • Acquisition Services • Precision Project Management® 	

SCOPE OF WORK

Phase 1 – Discovery and Review

OBJECTIVES:

- 1) Review the County's existing security technology environment with the Fort Bend County Security Committee.
- 2) Review the short and long-term impact of the manufacturer's end-of-life notice to the security systems operational status.
- 3) Review the merits, limitations, and cost implications of each of the County's viable security solution options.

To achieve these objectives the TechKnowledge team will complete the following tasks:

- 1) Option identification and analysis:
 - a) Meet with the Fort Bend County Security Committee to finalize the Security Systems "Roadmap" established during the previous Technology AuditSM project.
 - b) Identify viable alternative solutions capable of meeting the County's security requirements.
 - c) Discuss the merits, limitations and costs of identified options.
 - d) TechKnowledge has allocated 8 man hours for final review with the Fort Bend County Security Committee.

Phase 2 – Detailed Design and Acquisition

OBJECTIVES:

- 1) Expand the results of the previous Technology AuditSM effort by developing a detailed design for the access control solution, including identification of manufacturers, part numbers, quantities, locations, connectivity, installation methodology, and infrastructure requirements.
- 2) Document the design, vendor qualifications, installation process and all details required for a successful implementation in a formal, binding Request for Proposal or Scope of Work suitable for competitive bidding and precisely tailored to the chosen protection option.
- 3) Identify and pre-qualify vendors to participate in the bid process based on each vendor's precision deployments, customer focus, project follow-through, and ongoing service capabilities.

To achieve these objectives the TechKnowledge team will complete the following tasks:

- 1) Design a beta-test installation of the chosen solution in Phase 1 to validate suitability of the technology solution with the County's protection objectives, cost drivers, and future growth.
 - a) In conjunction with the Fort Bend County Security Committee, identify a test-segment of facilities that include a representative sample of controllers, access portals, inputs, outputs, card holders and other required components to establish a valid testing platform.
 - b) Coordinate installation, configuration and implementation of beta system across identified test-segment, and run test application for a minimum of four weeks, twenty-four hours per day, seven days per week.
 - c) Document install and operations process, technology challenges, unexpected infrastructure requirements, successes, limitations, and results of testing.
 - d) Recommend further steps, re-evaluations, changes, and different approaches determined to be necessary based on test results.
- 2) Prepare a detailed design of the validated security solution:
 - a) Identify remaining, existing controllers, panels, servers and devices that will require replacement or upgrade prior to a migration.
 - b) Identify and plan the location and connectivity of an appropriate number of new system controllers.
 - c) Develop a phased schedule for implementation in 24 Fort Bend County buildings, minimizing workforce interruption and prioritizing a seamless transition process.
- 3) Prepare a custom acquisition contract for Fort Bend County:
 - a) TechKnowledge recommends our clients avoid signing a vendor's standard contract. Rather, we suggest Fort Bend County utilize our custom Agreement, which incorporates extensive lessons-learned, provides protections during the installation process, attempts to fix the costs of maintenance, moves, and additions, and includes specific performance commitments. This Agreement will be submitted to Fort Bend County's attorney for review.

4) Prepare RFP:

- a) Consistent with Fort Bend County purchasing guidelines, draft a Request for Proposal for final implementation of the chosen and beta-tested solution. A well-prepared RFP provides Fort Bend County with the cost advantages of competitive bidding, but minimizes the time required by Fort Bend County personnel. The terms of the RFP will protect Fort Bend County for the life of the investment. The RFP will include:
 - i) Description of existing systems, results of testing, other project background, project goals and objectives.
 - ii) Administrative requirements including response format, due date, place and person to whom responses should be addressed, Bidders Conference, timing, and evaluation criteria.
 - iii) Technical requirements including hardware specification, site preparation, applicable codes and standards, testing requirements, integration strategy, installation process, and project management.
 - iv) Safety factors including environmental working conditions, implementation, system testing and acceptance, product reliability, and performance requirements.
 - v) If necessary, business requirements including cost summaries for access control equipment and peripherals, applications software modules, licensing, maintenance, training, upgrades and expansions, financing options, vendor information, and legal and insurance requirements.
- b) Review the draft RFP with Fort Bend County's project manager and make a single round of modifications to the draft.

5) Identify qualified vendors.

- a) Rather than send RFPs to dozens of vendors, TechKnowledge recommends Fort Bend County limit its review to only the most capable vendors. This will allow us to focus on the most attractive offerings, yet foster competition.
- b) In order to develop a mutually acceptable set of potential vendors, TechKnowledge will prepare a list of qualified vendors for Fort Bend County's review, concurrent with RFP preparation. We will draw upon our market knowledge to recommend specific firms known to have the experience, resources, and products required for an undertaking of this magnitude.

6) Issue RFP.

- a) TechKnowledge will issue the RFP to qualified vendors and schedule a Bidders Conference approximately seven days after issuance.
- b) Conduct a Bidders Conference to provide vendors an opportunity for questions and clarifications of the RFP, and for a site walk to familiarize the vendors with the scope of the project.
- c) In conjunction with Fort Bend County's procurement department, establish a hard deadline, expected format, and delivery method for formal responses, and identify a process for receiving and registering each response.
- d) Respond to vendor questions as necessary, distributing written responses as required. TechKnowledge will shield Fort Bend County from repeated inquiries, requests for meetings, or requests for site inspections.

7) Prepare detailed plan for migrating the County's existing system to the newly chosen and tested solution.

- a) Expand the results of Phase I, providing details regarding specific components, necessary reconfigurations or additions, timing, and parties involved.
- b) Review the migration plan first with the Fort Bend County project manager, then with the Fort Bend County Security Committee, and finally with any key vendors who will play an important role.
- c) Make one revision to the plan to incorporate the input of others and present a written migration plan to Fort Bend County.

Phase 3 – Evaluation and Selection

OBJECTIVES:

- 1) Carefully review and analyze vendor proposals presented in response to the Request for Proposal issued by TechKnowledge.
- 2) Prepare and present recommendations for the best offerings and a specific course of action with a selected vendor.
- 3) Assist Fort Bend County's legal counsel in negotiating a final agreement with the recommended vendor.

To achieve these objectives, the TechKnowledge team will complete the following tasks:

- 1) Develop evaluation criteria for multiple points of consideration relevant to a best-value bid process:
 - a) Evaluation criteria may include but will not be limited to the following:
 - i) Competence with chosen hardware and software solution
 - ii) Support, maintenance, and documentation.
 - iii) Experience level with the chosen solution
 - iv) References
 - v) Transition plan
 - vi) Project management approach
 - vii) Total cost
 - b) Review evaluation criteria with Fort Bend County's project manager.
- 2) Evaluate proposals against the criteria.
 - a) Within 72 hours of the response deadline, evaluate the offerings against identified criteria. Prepare and distribute a "First Read" report, which summarizes the proposals received, details any areas for further clarification, and recommends specific offerings for further study.
 - b) As necessary, clarify proposals with vendors and optionally accompany Fort Bend County representatives to review operational system demonstrations.
 - c) Document evaluations, findings, conclusions, and recommendations in a report, which will also be presented orally. TechKnowledge will recommend a course of action in each area, which will be supported by specific conclusions.

3) Assist in contract negotiations.

- a) In light of our extensive market knowledge and experience in negotiating contracts for technology, the TechKnowledge team will support and assist Fort Bend County during contract negotiations. TechKnowledge's support typically results in significant savings and contractual concessions. TechKnowledge has allocated a total of four hours to assist in contract negotiations with the successful vendors.
- b) Our involvement does not include legal representation. The Fort Bend County attorney should review the terms and conditions of the contracts prior to execution. The issues we will prepare for the legal department's consideration include:
 - i) Maintenance guarantees and warranties.
 - ii) Payment terms and conditions.
 - iii) Alternate wording for clauses that might create conflicts.
 - iv) Unit pricing and installation terms.
 - v) Procedures for resolving billing disputes and repair problems.
- c) TechKnowledge has allocated 4 hours for contract negotiations.

Phase 4 – Precision Project Management®

OBJECTIVES:

- 1) Update the migration plan, incorporating any changes in the project, and optimize the configuration of the components selected.
- 2) Execute the migration plan and ensure a smooth, trouble free transition.
- 3) Provide a high level of on-site support, identifying and resolving challenges and issues before they impact the project, budget, or end users.

To achieve these objectives, the TechKnowledge team will complete the following tasks:

- 1) Execute migration plan.
 - a) Conduct a final plan review with the Fort Bend County Security Committee. Update details of the migration plan, incorporating any unique vendor requirements as needed. These amendments will take advantage of the vendor's and their product's specific attributes.
 - b) Confirm security contractor's implementation schedule is consistent with the migration plan, ensuring timely completion of critical items.
 - c) Oversee the installation of components and monitor testing.

- 2) Monitor vendor's compliance to contracted deliverables and milestones.
 - a) Provide Precision Project Management® for the installation tasks associated with the migration/replacement. Typical tasks include:
 - i) Conduct Kickoff Meeting and establish reporting.
 - ii) Verify materials prior to installation.
 - iii) Assist in data base preparation.
 - iv) Monitor the change order process to ensure control of budget.
 - v) Act as liaison to Fort Bend County and the security contractor.
- 3) Conduct periodic project status meetings with Fort Bend County and the security contractor.
 - a) During our years of experience, we have found three items essential to successful completion of a project. The first is to clearly define expectations in the RFP(s) and construct contractual incentives to perform as specified.
 - b) The second element of TechKnowledge's project management is the periodic status meeting. Typically conducted at the project site, these meetings help identify and resolve problems, clearly define responsibilities and commitment dates, and ensure on time performance. The minutes of the meeting provide an "At-A-Glance" summary of the project status.
- 4) Conduct unannounced inspection of work in progress.
 - a) Inspection of work in progress is the third element of TechKnowledge's project management methodology. There is no substitute for frequent inspections to anticipate and resolve errors before they impact the project.
- 5) Conduct acceptance testing.
 - a) Conduct acceptance testing based upon criteria set forth in the RFP(s). TechKnowledge will:
 - i) Review vendor test reports.
 - ii) Conduct additional random testing.
 - iii) Prepare problem list and work to completion.
- 6) Reconcile invoices and change orders.
 - a) Review vendor's final invoices and check against original contract values and any authorized Change Orders.

ESTIMATED PROFESSIONAL FEES

Security systems demand thoughtful planning in most environments, but far more coordination is needed in selecting a migration path with an end-of-life system in 24 buildings across the County. TechKnowledge is Texas' leading technology and security design firm, and we understand both security systems and the technology backbone on which they reside. In addition to our business acumen, we are true experts at security design and project management. The TechKnowledge team will develop a proper plan and acquire the necessary security systems in the most cost effective fashion.

TechKnowledge will complete the tasks outlined in this proposal for Professional Fees not- to-exceed:

PHASE		PROFESSIONAL FEE
Phase I	Discovery and Review	\$ 5,850
Phase II	Detailed Design and Acquisition	\$ 25,670
Phase III	Evaluation and Selection	\$ 12,480
Phase IV	Precision Project Management®	\$ 24,960 - \$ 35,880*
<i>Total Project</i>		\$ 69,030 - \$ 79,880*

*To be confirmed at the conclusion of Phase III

Fort Bend County will be invoiced only for actual hours used, and TechKnowledge will not exceed this estimate without prior written approval. While it is possible these tasks can be completed for less, TechKnowledge agrees they will not cost any more.

Necessary travel time and expenses will be consistent with Fort Bend County policies, and will be billed at cost.

Other billing and administrative information can be found in the Professional Services Agreement included as Appendix A.

PROFESSIONAL SERVICES AGREEMENT

For proposal dated 12/18/2013

This Agreement is between TechKnowledge Consulting Corporation, (hereafter referred to as "TechKnowledge") and

Name: Fort Bend County
1517 Eugene Heimann Circle
Richmond, TX 77469

(hereafter referred to as the "Client") for the purpose of stating policies and procedures related to professional services provided by TechKnowledge to the Client.

TechKnowledge Responsibilities:

This Agreement covers consulting services defined in the Scope of Work section of the attached proposal. This proposal has been based upon information supplied by the client. Client represents all material facts that could impact the execution of this Scope of Work have been fully disclosed.

The deliverables defined in the proposal referenced above will be executed in quality fashion by competent TechKnowledge personnel. TechKnowledge will assign staff with skills and experience commensurate with the tasks to be performed. We will make every effort to ensure the availability of the same personnel throughout the assignment.

Should a change in the Scope of Work become necessary, both parties agree to communicate the change immediately in writing. In the event unknown or unforeseen factors prompt TechKnowledge to amend the Scope of Work, written notice will be accompanied by an estimated impact on professional fees.

Client's Responsibilities:

In order to ensure the timely completion of the engagement, a high level of Client participation is needed. TechKnowledge will assist as much as possible, but the following important responsibilities are the Client's:

1. Assign a responsible coordinator to serve as TechKnowledge's primary point of contact.
2. Provide reasonable access to personnel, facilities, and documentation as necessary.
3. Inform the TechKnowledge project manager of changes which may impact the engagement.
4. Enlist the participation, as necessary, of others. Examples of such participation include executing letters of agency to vendors, identifying and scheduling personnel to be interviewed, meetings with customers of the Client, etc.

Billing Procedures:

Professional fees will be invoiced monthly based upon percentage of project completion. Invoices will include a summary of the tasks associated with the fees incurred.

Work performed after 6 p.m., before 8 a.m., or on weekends, invoiced at 1½ times the normal hourly rate. Holidays are invoiced at twice the normal hourly rate.

An engagement retainer in the amount of 20% of total fees quoted is required within 15 days of project approval. The retainer does not bear interest and will be applied as a credit against the last payment due from the client.

Payment terms are 2%—10 days, net 30 days. A late charge will be applied to all balances outstanding beyond 30 days. The interest rate will be 1-1/2% per month (18% per annum). Client agrees to pay for any and all costs associated with collecting overdue accounts, including but not limited to attorneys fees, penalties, or other collection expenses.

TechKnowledge must be informed within ten (10) days of receipt of invoice of any discrepancies or dissatisfaction with services relating to the invoice. All invoices will be considered valid and payable after ten (10) days.

TechKnowledge reserves the right to suspend performance under this agreement if invoices remain unpaid after 60 days.

Certain expenses will be billed to the Client at cost plus 10%. These include Federal Express, messenger charges, CAD and color document production, and parking.

Out-of-town travel expenses, including auto mileage the IRS prevailing rate (beyond 10 miles from our office), are billed to the Client at our cost. Air travel, hotel accommodations, and ground transportation arrangements will be made consistent with Client's policies for its employees. TechKnowledge will notify the Client prior to any chargeable out-of-town travel.

Any attorney's fees, court costs, or other collection expenses incurred by TechKnowledge and the collection process will be payable by the Client. All legal proceedings will take place in Harris County, Texas. Client agrees that Harris County, Texas is an appropriate and convenient venue.

Proprietary Information:

In the course of this engagement, TechKnowledge may reveal or employ reference materials, computer programs, techniques, concepts and procedures which TechKnowledge considers to be PROPRIETARY TRADE SECRETS and / or CONFIDENTIAL. Client will not disclose to any third party and will take reasonable steps to maintain the confidentiality of any such materials, computer programs, techniques, concepts and procedures.

Confidential & Proprietary

Confidentiality:

In the course of this Agreement, TechKnowledge may come into possession of materials or knowledge of the Client's business which the Client considers to be confidential and proprietary, and whose disclosure to or use by third parties could be damaging. TechKnowledge agrees to hold such knowledge or materials in the strictest confidence and take all reasonable steps to prevent its disclosure to anyone unless that disclosure is required to complete work. Client agrees to mark any such documentation as "Confidential" in order to ensure proper handling.

Disclaimer of Warranties and Limitation of Liabilities:

TechKnowledge MAKES NO WARRANTIES, WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PERFORMED HEREUNDER OR TO ANY ITEMS PROVIDED TO CUSTOMER PURSUANT TO THIS AGREEMENT.

Client will immediately provide TechKnowledge with detailed information of any concerns with the work performed by TechKnowledge.

Any liability of TechKnowledge to the Client arising from or relating to this Agreement shall not (i) exceed in the aggregate amount actually paid to TechKnowledge under this Agreement, (ii) include any amounts for indirect, consequential or punitive damages of any party, including third parties, including without limitation for lost profits or lost data, or (iii) be asserted more than two years after a cause of action therefore has accrued.

The foregoing business practices are acknowledged and accepted by both parties and can only be modified by a written agreement.

Personnel:

Client agrees not to pursue the employment of any TechKnowledge employee, or contract directly with an employee for services beyond this Agreement for a period of one year following the termination of this Agreement,

regardless of the individual's employment status at the time. Should the Client employ any TechKnowledge personnel prior to one year following termination of this Agreement, Client agrees to inform TechKnowledge Management in writing, allow for a 30 day transition period, and pay a placement fee equivalent to 33% of the employee's billings during the prior 12 month period.

Severability:

If any provision of this Agreement is found to be illegal or unenforceable, such provision will be considered separate and severable from the Agreement and the remaining provisions of this Agreement will remain in full force and effect and will be binding upon the parties hereto.

Termination:

This Agreement may be terminated as follows:

(1) Either party may, by giving the other thirty days prior written notice thereof, terminate this Agreement as of the date specified in such notice.

(2) All provisions of the Agreement relating to confidentiality, disclaimers of warranties, limitation of liability, remedies or damages, and TechKnowledge's proprietary rights, shall survive termination of this Agreement for any reason.

(3) All provisions of the Agreement relating to pursuing the employment or contract services of TechKnowledge personnel shall survive termination of this Agreement for any reason.

This Agreement is the entire agreement between TechKnowledge and Client with respect to the subject matter hereof and any amendment or modification of this Agreement must be in writing and signed by both TechKnowledge and Client.

Signage

Subject to the client's approval, TechKnowledge shall have the right to erect a sign at the job site, similar in size and location with those of the General Contractor, Architect, or other design team members.

<i>TechKnowledge Consulting Corporation:</i>	<i>Client:</i>
<i>Name (please print)</i>	<i>Name (please print)</i>
<i>Signature</i>	<i>Signature</i>
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>