



**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 Compensation for the Agreement to ninety one thousand two dollars and eleven/100 (\$91,002.11), 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 the total Maximum Compensation for the Agreement to ninety one thousand two dollars and eleven/100 (\$91,002.11).

**Section 5. Time of Performance**

The time for performance of the Scope of Services for Additional Services described in Exhibit B by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than June 30<sup>th</sup>, 2015. 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. The time of performance for those Services described in Exhibit A of the original Agreement shall remain the same.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

***Execution Page Follows***

**FORT BEND COUNTY**

*Robert Hebert*

Robert Hebert  
Fort Bend County Judge

May 12, 2015  
Date

**IES SYSTEMS, LLC**

*Stephen F Douglas*

Authorized Agent- Signature

Stephen F Douglas  
Authorized Agent- Printed Name

VP  
Title

April 24, 2015  
Date

ATTEST:

*Laura Richard*

Laura Richard, Fort Bend County Clerk



APPROVED:

*R.H. Bfelstein*

Judge R.H. "Sandy" Bfelstein  
Chairman

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$91,002-11 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

HNA:Agreements/2015 Agreements/Juvenile

# EXHIBIT A

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT TO UPGRADE CLOSED-CAPTION TELEVISION FOR  
FORT BEND COUNTY JUVENILE PROBATION PURSUANT TO RFP 15-056**

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

**WITNESSETH**

WHEREAS, County desires that Contractor provide and install upgrade to current Closed-Caption Television ("CCTV") system at Fort Bend County Juvenile Probation, located at 122 Golfview Drive, Richmond, Texas 7469, (hereinafter "Services") pursuant to RFP 15-056; 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.

### **Section 3. 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 fifty-four thousand nine hundred eighty-nine dollars and 85/100 (\$54,989.85). 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: 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.

### **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 fifty-four thousand nine hundred eighty-nine dollars and 85/100 (\$54,989.85), 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 fifty-four thousand nine hundred eighty-nine dollars and 85/100 (\$54,989.85).

### **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 thirty (30) days 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 County 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**

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 60 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 Best's 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. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.2 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. The terms and conditions of the Agreement are 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 Juvenile Probation Department  
Attn: Matthew Kyle Dobbs, Executive Director  
122 Golfview Drive  
Richmond, Texas 77469

With a copies to: Fort Bend County  
Attn: Robert E. Hebert, County Judge  
401 Jackson Street  
Richmond, Texas 77469

Fort Bend County Court at Law No. 4  
Attn: Judge R. H. "Sandy" Bielstein, Juvenile Board Chair  
401 Jackson Street  
Richmond, Texas 77469

Contractor: IES Systems, LLC  
Attn: Stephen F. Douglas, Vice President  
1418 Shadow Mountain Drive  
Katy, Texas 77450

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 24<sup>th</sup> day of March, 2015.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY

IES Systems, LLC

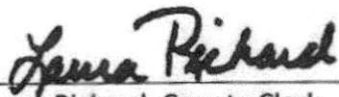


Robert E. Hebert, County Judge

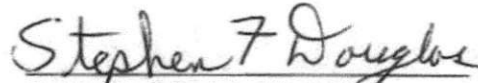
3-24-15

Date

ATTEST:



Laura Richard, County Clerk



Authorized Agent - Signature

Stephen F Douglas

Authorized Agent - Printed Name

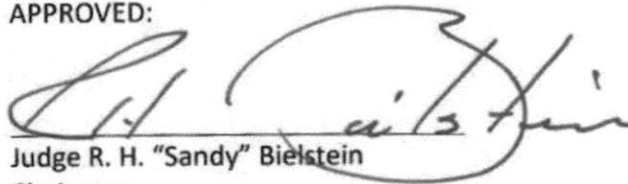
VP

Title

MARCH 12, 2015

Date

APPROVED:

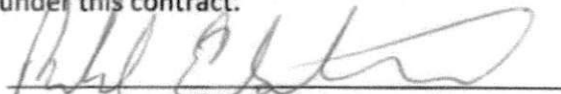


Judge R. H. "Sandy" Bielstein  
Chairman



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 54,989.85 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

# EXHIBIT A

**UPGRADE CCTV AT JUVENILE PROBATION**

**RFP: 15-056**

**IES SYSTEMS, LLC**

**1418 SHADOW MOUNTAIN DR**

**KATY, TEXAS 77450**

**P:713-825-8148**

**F:832-202-2755**

**S.DOUGLAS@IES-CCTV.COM**

*Stephen F Douglas VP*

## EXECUTIVE SUMMARY

IES will go to 16 of the 18 outside camera and replace the existing housing, camera and lens. We will install a new Panasonic 3MP IP camera along with a 3MP varifocal lens. We will use the existing mounts so not to leave holes in the brick. The two housings we are not changing are the front door camera (camera #8) and the camera on top of the roof which is in a dome (camera #17). These will get camera and lens only. The 28 port switcher is located in the security control room and the other switchers are located thru out the building. The two new dome cameras located in the holding area across the yard will be transmitted back to the security room by a KBC wireless system.

The eight areas where we are installing microphones are coming back to the security control room and connecting to a single 8 channel base station instead of 8 separate base stations.

The old equipment will be taken down and given back to Fort Bend Juvenile Center.

Cable in the security control room will be cleaned up as much as possible.

## SCOPE OF WORK

IES will start by installing the switchers thru out the building. We are doing this to help keep down cameras to a minimum. We will then install the cable. As we take down the old equipment and install the new IP cameras we will install the connectors on both ends to get that particular camera back working as quickly as possible. No cameras will be down overnight due to this project. If it is ok with Fort Bend IES will do all 18 outdoor cameras first. We will be using a lift to get to camera #17 which is on the roof back by the classrooms. We will then install the three new domes inside the main building along with the eight microphones. After this is done we will the two dome cameras in the holding area and the KBC transmission system. This signal will be transmitted across the yard from one antenna to another antenna.

All old equipment will be given back to Fort Bend County.

Because there is only 8 IP license on each DVR we will have to spread the cameras over 3 DVRs. If you want all outside cameras on one DVR more licenses will need to be purchased.



harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 6.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## 7.0 REQUIREMENTS:

Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict this RFP but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered (See Section 3.6 above).

### 7.1 Section 1: CCTV

<u>Quantity</u>	<u>Description with manufacturer and model</u>
18	Panasonic WV-SP509, 3MP network camera, SD, ABF, POE
18	Fujifilm YV33X15SA, 3MP lens, 5-50mm
18	Pelco EH3512, outdoor housing
18	Pelco SS3512, sun shroud for outdoor housing
1	D-Link DGS-1210-29P, 24 port PEO switch
2	D-Link DGS-1210-10P, 8 port PEO switch
6	CSC CAT5e, plenum cable
	Remove existing equipment
	Installation, testing and training

### 7.2 Section 2: CCTV

<u>Quantity</u>	<u>Description with manufacturer and model</u>
5	Panasonic WV-SW355, vandal resistant fixed dome camera, POE, 3-10mm
1	D-Link DGS-1210-10P, 8 port PEO switch
2	CSC CAT5e, plenum cable
12	CSC RJ 45 connectors
	Remove existing equipment
	Installation, testing and training

7.3 Section 3: Audio

<u>Quantity</u>	<u>Description with manufacturer and model</u>
8	Louroe ASK-4 #101, single room recording system with mic
2	CSC 22/2sh plenum audio cable with shield
	Installation, testing and training

8.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

8.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding scope of work
2	Firm experience
3	Cost summary
4	Required forms (insurance, vendor forms, W9, debt form)

8.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

8.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

8.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 30%)

- Parties demonstrate their ability to meet the requirements stated above. In addition, describe how the services requested will be provided and how they will be supported. Describe the approach your firm will take to accomplish

# CCTV PROPOSAL

TX Lic B11845

**QUOTE:** Section 1: Outdoor IP Cameras

**FOR:** Brian Fraser  
**COMPANY:** Fort Bend Juvenile Probation Dept.  
**ADDRESS:** 122 Golfview Drive  
**CITY:** Richmond  
**STATE:** Texas  
**PHONE:** 281-633-7303  
**FAX:** 281-633-7342  
**EMAIL:** [frasebri@co.fort-bend.tx.us](mailto:frasebri@co.fort-bend.tx.us)

**PROVIDED BY:**

Stephen Douglas  
**IES Systems, LLC**  
 1418 Shadow Mountain Dr  
 Katy  
 Texas 77459  
 281-395-3437  
**CELL:** 713-825-8148  
[s.douglas@ies-cctv.com](mailto:s.douglas@ies-cctv.com)

Revised 3/9/2015

UNITS	MANF	MODEL	EQUIPMENT/DESCRIPTION		
21	Panasonic	WV-SP509	3 MP Network Camera, SD, ABF, POE	\$ 919.72	\$ 19,314.12
21	Panasonic	PLAMP0550	3 MP Lens, 5-50mm	\$ 170.89	\$ 3,588.69
19	Pelco	EH3512	Outdoor Housing	\$ 95.60	\$ 1,816.40
19	Pelco	SS3512	Sun Shroud for Outdoor Housing	\$ 29.33	\$ 557.27
1	D-Link	DGS-1210-29P	24 Port POE Switch	\$ 593.45	\$ 593.45
2	D-Link	DGS-1210-10P	8 Port POE Switch	\$ 378.95	\$ 757.90
7	CSC	CAT5e	Cat 5e Plenum Cable	\$ 214.50	\$ 1,501.50
1	IES	IES	Remove old Equipment	\$ 500.00	\$ 500.00
1	IES	IES	Hardware and Freight	\$ 604.65	\$ 604.65
1	IES	IES	Remove Unused Cable in Control Room	\$ 250.00	\$ 250.00
1	IES	IES	Lift for Camera #17 on roof	\$ 570.00	\$ 570.00
1	IES	IES	Installation, Testing, and Training	\$ 8,033.00	\$ 8,033.00
<b>TOTAL</b>				<b>\$</b>	<b>38,086.98</b>

Quote is good for 90 Days  
 Terms: Due upon completion  
 Warranty: 1 year parts and labor

Power (110vac) is supplied by owner where designated by IES  
 Customer to provide IP access and addresses at all switches and DVRs

If you have any questions please call me.

Thank You

Stephen Douglas

X  
 \_\_\_\_\_  
 ACCEPTED BY DATE

# CCTV PROPOSAL

TX Lic B11845

**QUOTE:** Section 2: Interior Cameras

**FOR:** Brian Fraser  
**COMPANY:** Fort Bend Juvenile Probation Dept.  
**ADDRESS:** 122 Golfview Drive  
**CITY:** Richmond  
**STATE:** Texas  
**PHONE:** 281-633-7303  
**FAX:** 281-633-7342  
**EMAIL:** [frasebri@co.fort-bend.tx.us](mailto:frasebri@co.fort-bend.tx.us)

**PROVIDED BY:**

Stephen Douglas  
**IES Systems, LLC**  
 1418 Shadow Mountain Dr  
 Katy  
 Texas 77459  
 281-395-3437  
**CELL:** 713-825-8148  
[s.douglas@ies-cctv.com](mailto:s.douglas@ies-cctv.com)

2/2/2015

UNITS	MANF	MODEL	EQUIPMENT/DESCRIPTION			
5	Panasonic	WV-SW355	Vandal Resistant Fixed Dome Camera, POE, 3-10mm	\$	927.78	\$ 4,638.90
2	D-Link	DGS-1210-10P	8 Port POE Switch	\$	378.95	\$ 757.90
2	CSC	CAT5e	Cat 5e Plenum Cable	\$	214.50	\$ 429.00
1	KBC	WES II KIT	Wireless Transmission System	\$	2,072.07	\$ 2,072.07
1	IES	IES	Hardware and Freight	\$	335.00	\$ 335.00
1	IES	IES	Installation, Testing, and Training	\$	2,628.00	\$ 2,628.00
<b>TOTAL</b>						<b>\$ 10,860.87</b>

Quote is good for 90 Days  
 Terms: Due remainder upon completion  
 Warranty: 1 year parts and labor

Power (110vac) is supplied by owner where designated by IES  
 Customer to provide IP access and addresses at all switches and DVRs

If you have any questions please call me.

Thank You

X  
 \_\_\_\_\_  
 ACCEPTED BY DATE

Stephen Douglas

# AUDIO PROPOSAL

TX Lic B11845

QUOTE: **Section 3: Audio**  
 FOR: Brian Fraser  
 COMPANY: Fort Bend Juvenile Probation Dept.  
 ADDRESS: 122 Golfview Drive  
 CITY: Richmond  
 STATE: Texas  
 PHONE: 281-833-7303  
 FAX: 281-633-7342  
 EMAIL: [frasebni@co.fort-bend.tx.us](mailto:frasebni@co.fort-bend.tx.us)

PROVIDED BY:  
 Stephen Douglas  
 IES Systems, LLC  
 1418 Shadow Mountain Dr  
 Katy  
 Texas 77459  
 281-395-3437  
 CELL: 713-825-8148  
[s.douglas@ies-cctv.com](mailto:s.douglas@ies-cctv.com)

2/2/2015

UNITS	MANF	MODEL	EQUIPMENT/DESCRIPTION		
1	Louroe	ASK-4 #108	Eight Room Recording System with Base and 8 Microphones	\$ 1,491.50	\$ 1,491.50
2	CSC	22/2sh	Plenum Audio Cable with Shield	\$ 107.25	\$ 214.50
1	IES	IES	Hardware and Freight	\$ 236.00	\$ 236.00
1	IES	IES	Installation, Testing, and Training	\$ 4,100.00	\$ 4,100.00
<b>TOTAL</b>				<b>\$</b>	<b>6,042.00</b>

Quote is good for 90 Days  
 Terms: Due remainder upon completion  
 Warranty: 1 year parts and labor

Power (110vac) is supplied by owner where designated by IES

If you have any questions please call me.

Thank You

Stephen Douglas

X  
 \_\_\_\_\_  
 ACCEPTED BY DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266	<b>CONTACT NAME:</b> Melissa Thompson <b>PHONE (A/C No. Ext.):</b> (713) 521-9251 <b>FAX (A/C No.):</b> (713) 521-0125 <b>E-MAIL ADDRESS:</b> mvalentia@eldoradoinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> IES Systems, LLC 1418 Shadow Mountain Katy TX 77450	<b>INSURER A:</b> Philadelphia Indemnity	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Texas Mutual Insurance Company	22945
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: BLANKET AI (11/14)**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK1244003	11/23/2014	11/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Errors & Omissions						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
A	<input checked="" type="checkbox"/> ANY AUTO			PHPK1244003	11/23/2014	11/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	PHUB477170	11/23/2014	11/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TSP0001151161	11/23/2014	11/23/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

<b>CERTIFICATE HOLDER</b> norma.weaver@co.fort-bend. Fort Bend County Attnh: Norma Weaver 301 Jackson Street Suite 201 Richmond, TX 77469	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./MDAVI
---	--

ACORD 25 (2010/05)  
 INS025 (201005).01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> IES Systems, LLC</p> <p><b>Endorsement Effective Date:</b> 12/09/2014</p>
--

**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> Fort Bend County</p>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective 12/09/2014	Countersigned By: <i>Stephen F. Douglas</i> (Authorized Representative)
Named Insured: IES Systems, LLC	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> Fort Bend County
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

# EXHIBIT B



# CCTV PROPOSAL

TX Llc B11845

**QUOTE:** Interior Cameras Add-On

**PROVIDED BY:**

**FOR:** Brian Fraser  
**COMPANY:** Fort Bend Juvenile Probation Dept.  
**ADDRESS:** 122 Golfview Drive  
**CITY:** Richmond  
**STATE:** Texas  
**PHONE:** 281-633-7303  
**FAX:** 281-633-7342  
**EMAIL:** frasebri@co.fort-bend.tx.us

Stephen Douglas  
**IES Systems, LLC**  
 1418 Shadow Mountain Dr  
 Katy  
 Texas 77459  
 281-395-3437  
**CELL:** 713-825-8148  
s.douglas@ies-cctv.com

4/22/2015

UNITS	MANF	MODEL	EQUIPMENT/DESCRIPTION		
11	Panasonic	WV-SW355	Vandal Resistant Fixed Dome Camera, POE, 3-10mm	\$ 927.78	\$ 10,205.58
11	ExacqVision	IP-1	IP License	\$ 142.50	\$ 1,567.50
1	ExacqVision	1608-48-016T-R4	Hybrid DVR, 16 analog inputs, 8 IP License, 16T HD, 4U	\$ 13,500.73	\$ 13,500.73
1	ViewZ	VZ32THL	LCD Monitor to match existing monitors	\$ 1,255.55	\$ 1,255.55
2	D-Link	DGS-1210-10P	8 Port POE Switch	\$ 378.95	\$ 757.90
3	CSC	CAT5e	Cat 5e Plenum Cable	\$ 214.50	\$ 643.50
1	IES	IES	Hardware and Freight	\$ 701.50	\$ 701.50
1	IES	IES	Installation, Testing, and Training	\$ 7,380.00	\$ 7,380.00
<b>TOTAL</b>				<b>\$</b>	<b>36,012.26</b>

Quote is good for 90 Days  
 Terms: Due remainder upon completion  
 Warranty: 1 year parts and labor

Power (110vac) is supplied by owner where designated by IES  
 Customer to provide IP access and addresses at all switches and DVRs

If you have any questions please call me.

Thank You

*Stephen Douglas*  
 Stephen Douglas

X  
 ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

## SCOPE OF WORK

IES will install 11 new Panasonic vandal resistance IP cameras (WV-SW355) with a varifocal lens in the following locations. Inside the main trap, back of parent visitation, back of juvenile visitation, CSR office, cubby behind lead desk, camera in dorm 1, camera in dorm 2, main corridor facing the control booth, dishwashing area, pantry, and holding hallway facing the booth. These additional IP cameras will be installed on a new DVR and the new DVR will also have a new 32" monitor connected to it. The DVR will be installed in the existing rack in the control room.